THE LIABILITY TO REPAIR PARISH CHURCH CHANCELS p. 98
PROTECTION OF PAID TRUSTEES .. .. p. 100

The Solicitors' Journal

[REGISTERED AS A NEWSPAPER.]

VOL. LXXIV. No. 7 [PAGES 95 TO 110]. Saturday, February 15, 1930. PRICE 1s.

FLOWERDEW & CO.,
LIMITED.
The Central Offices for every Business Aid.
PRIVATE OFFICE with all business facilities available for CONFERENCES, MEETINGS, ETC.
Terms on Application.
227-228, STRAND (*Facing Law Courts*)
Telephone: CITY 1155 (3 lines.)
Telegrams: "FLOWERDEW, ESTRAND, LONDON."

SPEECH AND VOICE.
Mr. CHARLES SEYMOUR gives PRIVATE LESSONS in EXTEMPORE SPEAKING (forensic, political, after-dinner), fluency, retention of ideas, elocution, audibility.
Also in VOICE PRODUCTION, Modulation, Breathing, Reading, Reciting, Phonetics.
DISTINCT ARTICULATION, correction of Speech-Defects, and overcoming Nervousness.
Thirty-page Prospectus forwarded.
401, STRAND (Lumley Court), W.C.2. (opp. Hotel Cecil).
TEMPLE BAR 2697.

COINS & MEDALS
COLLECTIONS OR SINGLE SPECIMENS BOUGHT AND SOLD.
VALUATIONS MADE.
A. H. BALDWIN & SONS, LTD.
Coin Dept: 3, ROBERT STREET, ADELPHI, W.C.2.
Temple Bar 1611.
Medal Dept.: DUNCANNON ST., W.C.2. Gerr. 7717.

ESTABLISHED 1809.
NORTH BRITISH & MERCANTILE
INSURANCE COMPANY, LTD.
FIRE LIFE
ANNUITIES ACCIDENT
BURGLARY MOTOR MARINE
AND OTHER CLASSES OF INSURANCE
TOTAL FUNDS EXCEED
£37,466,700.
TOTAL INCOME EXCEEDS
£10,775,800.
CHIEF OFFICES:
LONDON: 61, Threadneedle Street, E.C.2.
EDINBURGH: 64, Princes Street.

For
ADMINISTRATION
RECEIVERSHIP
CUSTOMS
FIDELITY GUARANTEES
} BONDS
THE
OCEAN
ACCIDENT & GUARANTEE CORPORATION LIMITED,
36-44, MOORGATE, LONDON, E.C.2.
Indemnities re:
LOST DOCUMENTS,
MISSING BENEFICIARIES,
DEFECTS IN TITLE,
FORGED TRANSFERS.
Other classes of business transacted, e.g.,
Accident, Burglary, Employers' Liability, Fire, Motor, &c.. &c.

ESTABLISHED 1869.
LONDON GUARANTEE & ACCIDENT COY., LTD.,
FOR
COURT BONDS
OF EVERY DESCRIPTION.
SPECIAL INDEMNITIES IN CONNECTION WITH MISSING BENEFICIARIES, LOST DOCUMENTS, DEFECTS IN TITLE, ETC.
FIDELITY GUARANTEES.
HEAD OFFICE—
20, 21, 22, LINCOLN'S INN FIELDS, W.C.2.
TELEPHONE:—
HOLBORN 6941 (eleven lines).

THE
GUARANTEE
SOCIETY LIMITED
for
Administration Bonds
ON FAVOURABLE TERMS
OBLIGATION TO PRIVATE SURETIES AVOIDED.
Head Office: 19, BIRCHIN LANE, LONDON, E.C.3.
Telephones: Mansion House 8613-4
BRANCHES IN ALL PRINCIPAL TOWNS.
COURT BONDS and INDEMNITIES
GENERALLY.

COSTS.
G. PORTER NIXON & CO.,
LAW COSTS DRAFTSMEN,
SETTLE, TAX, and/or ADVISE upon BILLS OF COSTS of all kinds. Town or Country.
COSTS DEPARTMENTS MANAGED.
HEAD OFFICE: 14, Bedford Row, London, W.C.1.
Telephone: CHANCERY 8031.

The National Hospital, Queen Square, W.C.1.

For the Relief and Cure of Diseases of the Nervous System, including Paralysis and Epilepsy.

LEGACIES
ARE A VALUED HELP.
THE EARL OF HARROWBY, Treasurer.

Shaftesbury Society
AND
Ragged School Union

Patrons:
Their Majesties The King and The Queen.
Treasurers:
Sir Edwin Dodd and Walter Scoles, Esq.

For Eighty-Four Years a Pioneer in Child Welfare in Darkest London

140 Associated Missions.
8,400 Cripples on Register.
10,000 Fortnight's Holidays in the country provided last year.

This great work appeals for the practical interest of the Legal Profession.

ARTHUR BLACK, Gen. Secretary, John Kirk House, 32, John Street, W.C. 1.

Annual Report sent on application.

DIRECTLY or indirectly, the many and varied works of
THE
CHURCH ARMY
benefit all.

LEGACIES
entrusted to the Society are Legacies
TO HUMANITY.

Communications to Preb. Carlile, C.H., D.D., Hon. Chief Sec., 55, Bryanston St., London, W.1. Cheques crossed "Barclays a/c Church Army."

LOVERS OF ANIMALS
SHOULD HELP BY LEGACY THE
P. D. S. A.
(The People's Dispensary for Sick Animals of the Poor)
(Founded 1917, Incorporated 1923.)

Through its 54 dispensaries and motor caravan dispensaries, The Peoples' Dispensary for Sick Animals is relieving the silent agony of animals whose owners are unable to pay for veterinary service

OVER HALF A MILLION TREATED IN ONE YEAR

Being supported solely by voluntary contributions, may we look to **you** for help in our humane campaign?

LEGACIES are NEEDED

Our Caravan Dispensary at work.

Patron: H.R.H. THE PRINCE OF WALES, K.G. *Hon. Director:* MRS. DICKIN.

14, CLIFFORD STREET, NEW BOND STREET, LONDON, W.1.

INDUSTRIAL TRAINING FOR
BLIND AND CRIPPLED GIRLS
In connection with
JOHN GROOM'S CRIPPLEAGE AND FLOWER GIRLS' MISSION

(Registered under the Blind Persons Act, 1920). Incorporated
Formerly known as Watercress and Flower Girls' Christian Mission
Supt. and Sec., **ALFRED G. GROOM.**
The Crippleage, Sekforde-street, London, E.C.
Treas., ERNEST J. LOVELL, Esq. *Bankers*, BARCLAY & CO.
Afflicted Girls are received from all parts of the Kingdom without payment or votes, and are trained to become self-supporting.
Subscriptions, Donations and Testamentary Bequests are earnestly appealed for.

PECKHAM HOUSE
MENTAL HOSPITAL.
ESTABLISHED 1826.

112, PECKHAM ROAD, LONDON, S.E.15.

Telegrams: "ALLEVIATED, LONDON."
Telephones: RODNEY 4741 & 4742.

Certified Patients and Voluntary Boarders Received.

Private houses for suitable cases adjoin the Institution. Holiday parties sent to the Seaside branch at Kearsney during the summer months. Moderate terms. Apply to Medical Superintendent for further particulars and Illustrated Prospectus.

LEGACIES
are earnestly solicited in favour of the
ALEXANDRA ORPHANAGE
(Incorporated as the Orphan Working School and Alexandra Orphanage),
OF MAITLAND PARK, HAVERSTOCK HILL, N.W.3.
which maintains fatherless Boys and Girls from all parts of the country and the Dominions.

President: H.R.H. The Prince of Wales, K.G.
Treasurer: The Rt. Hon. Lord Marshall, P.C., K.C.V.O.
Full Particulars and Form of Bequest from the Secretary, Mr. Fred. J. Robinson, A.C.I.S., 38-40, Ludgate Hill, E.C.4

BRITISH HOME
AND HOSPITAL FOR
INCURABLES.
Crown-lane, Streatham, London, S.W.16.

Founded for the Relief of Sufferers of the MIDDLE CLASSES.

LEGACIES, SUBSCRIPTIONS, and DONATIONS
much needed and earnestly solicited.
Patron—HIS ROYAL HIGHNESS THE PRINCE OF WALES.
Patroness—HER ROYAL HIGHNESS THE DUCHESS OF YORK.
President—His Grace THE DUKE OF PORTLAND, K.G.
Secretary—EDGAR PENMAN.
OFFICES—72, CHEAPSIDE, LONDON, E.C.2.
Bankers—BARCLAYS BANK LIMITED.
This Institution was the FIRST in England to receive the patronage of the late Queen Alexandra in 1863.

LEGACIES.
THE ATTENTION OF LEGAL ADVISERS
is earnestly requested by
The Distressed Gentlefolk's Aid Association.
Applications for Grants or Pensions are received daily, therefore your recommendation for Legacies will be greatly appreciated.

Information from the Secretary, C. M. FINN, 75, Brook Green, W.
Chairman: SIR SELWYN FREMANTLE, C.S.I., C.I.E.

LEGACIES.
THE suggestions of the legal adviser have great weight with most testators, and an appeal is made for the claims of ST. DUNSTAN'S to be borne in mind when charitable bequests are under consideration. St. Dunstan's is solely responsible for the training, settlement and lifelong after-care of over two thousand men who have been blinded as the result of their service for King and Country.

All information from: THE TREASURER,
ST. DUNSTAN'S
HEADQUARTERS,
INNER CIRCLE, REGENT'S PARK,
LONDON, N.W.1.
(St. Dunstan's is registered under the Blind Persons Act, 1920.)

The Solicitors' Journal

(ESTABLISHED 1857.)

*** Notices to Subscribers and Contributors will be found on page iii.

VOL. LXXIV. **Saturday, February 15, 1930.** No. 7

Current Topics: Sir Edward Parry Slips—Alcohol or Monoxide—The Distinction between Pedestrians and Jay-walkers—Revocation of Will—The Short Cause List—Jewish Marriage Ceremonies Abroad—"Drunk in Charge"—Unemployment Pay: Magisterial Comment—Discredit from the Cause Lists—Law Enforcement in the United States—The "Non-Existing" Client—Tests for Drunkenness—Maintenance of Another Man's Wife 95
Criminal Law and Police Court Practice 98
The Liability to Repair Parish Church Chancels 98
Insurance Notes 99
Company Law and Practice 100
A Conveyancer's Diary 100
Landlord and Tenant Notebook .. 101
Our County Court Letter 102
Practice Notes 103
Obituary 103
Correspondence 103
Books Received 104
Points in Practice 105
Notes of Cases—
In re Walker; Walker *v.* Walker .. 106
Attorney-General *v.* Walkergate Press Ltd. Same *v.* Bloomfield. Same *v.* Carlton 106
Ex parte The Royal Academy of Dramatic Art 106
Lewis and Barder *v.* Piczenick .. 107
In Parliament 107
Societies 107
The Law Society 108
Legal Notes and News 110
Court Papers 110
Stock Exchange Prices of certain Trustee Securities 110

Current Topics.

Sir Edward Parry Slips.

SIR EDWARD PARRY discoursing in the *Evening Standard* on "Tragedies of our Criminal Law; Officialdom *v.* Humanity," is a little unhappy in his illustration of the reluctance of juries to convict of murder because they shrink from being parties to bringing a person to the scaffold. He says that "the most shocking case of this kind was the acquittal in February, 1921, of a boy of fifteen for murdering a girl of nine. The evidence against him was strong enough for conviction. In July the same year he killed another child, and later confessed both crimes. The decision of the jury, *in view of the death penalty following conviction* was of course a natural ending to the case, but it was unfortunate." The jury must have seen a mirage rather than a view, because HAROLD JONES, who is no doubt the boy in question, was protected from the death penalty by s. 103 of the Children Act, 1908, and in fact, was not sentenced to death after the conviction for his second crime. A little later the learned judge says "the Criminal Justice Act, 1925" (we correct what is probably a printer's error in the date) "with its arrangements for probation officers to look after young persons, is an excellent reform." The excellence of the reform is enhanced by its being eighteen years old at the date of the Act cited, and is not diminished by the fact that it systematized probation for both young and old, probation itself being already much in operation under s. 16 of the Summary Jurisdiction Act, 1879, and the Probation of First Offenders Act, 1887.

Alcohol or Monoxide.

IN THE last issue of *The Magistrate*, Professor HALDANE writes upon a point of considerable importance. He asserts that there is "great difficulty in distinguishing between the symptoms of drunkenness and those of carbon monoxide poisoning," and instances the case of the four men who got stuck in a car in a "watersplash." Two died, the jury finding that the causes of death were drunkenness and exposure to cold. The driver, who survived, was charged with and acquitted of drunkenness, on scientific evidence proving that he was suffering from carbon monoxide poisoning. Professor HALDANE concludes his article by saying: "I believe that many cases occur in which the symptoms of monoxide poisoning in motor-car drivers are mistaken for those of drunkenness." A statement so emphatic deserves investigation. It is rather terrible that a victim of exhaust fumes should be treated as a drunkard, and penalised for his misfortune. But it reinforces the advice of a well-known magistrate to motor drivers not to smell of drink when driving. There is only one way to be successful in this, to abstain from intoxicating liquor for some hours before taking the wheel, an excellent preventive not only of unfounded charges but of possible reduction of efficiency.

The Distinction between Pedestrians and Jay-walkers.

THE QUESTION as to whether an act of courtesy constitutes contributory negligence was considered in the recent case of *Battiste* v. *Godley*, at Worksop County Court. The plaintiff had been walking on the left footpath, and, in giving way to some women coming in the opposite direction, he had stepped into the gutter and was run into from behind by the defendant's omnibus. The latter was travelling at ten miles an hour, 4 feet 6 inches from the footpath, and was pulled up in its own length, but the driver admitted not having sounded his horn. The plaintiff claimed £60 damages, but the defendant's case was that it was the height of folly to walk with one's back to overtaking traffic, as the plaintiff had done. His Honour Judge HILDYARD, K.C., stated that, if a pedestrian was walking on the footpath and showed no apparent intention to leave it, an overtaking motorist need not give warning. If, however, a pedestrian was walking in the gutter, a motorist must ask himself whether the pedestrian would continue in the gutter or move into the road, bearing in mind that to blow the hooter in certain circumstances might do more harm than good. His Honour held that it was the duty of the driver to have given warning of his approach from behind to the plaintiff, who had not been guilty of contributory negligence, and judgment was therefore given for £50 and costs. In view of the general decay of manners, this decision that politeness is in law an asset (and not a liability) will be generally applauded.

Revocation of Will.

LAYMEN MUST heartily agree with the observations of Mr. Justice BATESON in *Greenstreet* v. *Venn and Others* (reported in *The Times*, 8th inst.), to the effect that some one ought to walk in front of the Law Courts with a board calling attention to recent alterations in the law of the land. In the above-mentioned case the testatrix, who died in March, 1928, had made a will in 1915 under which she gave some small gifts to her mother and sister and the residue of her estate to her husband absolutely. In January, 1928, the testatrix destroyed the will under a mistaken belief that her husband would take everything on intestacy. That, of course, is not the case since the Administration of Estates Act, 1925, whereby, on intestacy, the husband only takes a life interest. The husband of the testatrix now propounded the will, all the parties to the action being agreed that the testatrix had

destroyed the will under a mistaken belief of the effect of its destruction on the distribution of her estate. Mr. Justice BATESON held that in the circumstances there had been no intentional revocation and accordingly pronounced for the will made in 1915. The question of the intentional revocation of a will came before the Court of Appeal in *Adams* v. *Southerden* [1925] P. 177, where a testator, under the mistaken belief that in the event of his dying intestate his widow would be entitled to the whole of his property, revoked a will which he had made by burning it. It was held that the revocation of the will being dependent on a condition which was not fulfilled was inoperative, and the contents of the will so destroyed were admitted to probate. As WARRINGTON, L.J., pointed out in the course of his judgment (at p. 184): "The authorities clearly establish that the mere destruction of a document is an equivocal act, and has no effect unless the destruction is effected with an intention to revoke it. The court has still to ascertain with what intention the document was destroyed. The cases also establish that if the truth of a particular fact is a condition of the destruction, and the facts turns out not to be true, there is no revocation . . . In the present case the fact on the assumption of the truth of which the testator destroyed his will was that his wife would take the whole of the property. That assumption was, of course, incorrect. If the destruction was contingent on the truth of that fact it would have no effect."

The Short Cause List.

MR. JUSTICE ROCHE recently called attention to the absurdity of a plaintiff swearing that he verily believes there is no defence to an action which he knows quite well will be contested. No one with any knowledge of the courts will disagree with his Lordship when he says that Masters might well exercise more frequently the power they possess under Order XIV, r. 9 (*b*), to mulct such a plaintiff of costs.

But it must be admitted that the present rules constitute a great temptation. The advantages of expedition and cheapness provided by the Short Cause List are obvious, yet as is clearly laid down by Ord. XIV, r. 8A, no action can be so set down, even by consent, unless there has been a summons for judgment, and this summons must, by r. 1 (*a*), be supported by an affidavit that there is no defence. Obviously Ord. XIV needs amending in some way analogous to the recent re-distribution of Chancery business so that cases which can be easily disposed of and involve no lengthy preparation may be all set down in a special list.

Incidentally, while talking of affidavits, those filed by the plaintiffs are as nothing compared with those put forward to secure leave to defend. Anyone who has had charge of the type of work which falls under the general head of "debt-collecting" will be able to recall gross examples of affidavits often containing the most serious allegations sworn by persons who "verily believe they have a good defence to the action," for no other purpose than to gain time.

Jewish Marriage Ceremonies Abroad.

THE VALIDITY of the above was recently considered by the Divisional Court in *Spivack* v. *Spivack*. The parties had been married at a Jewish ceremony in Poland in 1890, but in 1895 the husband came to England, where (after sending his wife a ghet, a Jewish form of divorce) he went through a ceremony of marriage with another woman. After 36 years, the first wife identified her husband last November, and the stipendiary magistrate at Leeds made a small maintenance order of 12s. 6d. a week, in view of the unfortunate position of the second "wife," and the fact that the first wife might have taken proceedings many years previously. The husband appealed on the grounds, *inter alia*, that (1) there was no evidence that the first marriage was lawful, although a former Czarist vice-consul had stated that a document produced was a valid certificate; (2) under the decision in *Nachimson* v. *Nachimson* [1930] W.N. 8, a marriage which could be terminated at will by a simple process, such as the above, was not recognised in English law. Lord MERRIVALE, the President, held that the above decision did not apply, as the legislation of the last 200 years had tended to validate Jewish marriages. Refugees had had great difficulties thrust upon them, and it was unthinkable that they should be left in doubt as to marriage, which was the essence of their lives. The learned magistrate's decision was right, and (with the concurrence of Mr. Justice BATESON) the appeal was dismissed. The most apt commentary upon the above decision is a letter headed "Soviet Marriages," and signed "Rosa Dartle" which appeared in the correspondence columns in our issue of the 25th January (74 SOL. J. 57).

"Drunk in Charge."

ACCORDING TO the *Evening Standard*, "new rulings" have been given on this everlasting problem. One of the novelties, so called, consists in a decision that a man can be in charge of a motor car without being actually engaged in driving it. Needless to say this is a decision which has been given hundreds of times, and will continue to be given by anyone with any capacity for construing an Act of Parliament whenever the point is taken. The other ruling is said to have been given by Mr. OULTON at the Tower Bridge Police Court. He said that "to be charged with being drunk in charge of a car it was not necessary to be drunk and incapable or drunk and disorderly, but to be so under the influence of drink as to lose control of oneself." In other words, to be so under the influence of drink as to lose control of oneself is to be "drunk," the word in the statute. There are degrees of drunkenness. Any degree of drunkenness is sufficient to justify a conviction for any offence of which drunkenness is an ingredient, though in the exercise of a reasonable discretion the police refrain from action where the drunkenness causes no inconvenience. A condition short of drunkenness will not suffice, and for that reason phrases are dangerous. But it is quite clear what the magistrate meant and there is nothing at all new in it.

Unemployment Pay: Magisterial Comment.

"PERFECTLY OUTRAGEOUS" was the comment made by the Stipendiary (Mr. HORACE MARSHALL) in a recent case in which it was stated that the Ministry of Labour had disallowed the claim of a wife and two children of a workman on the ground that he was not wholly or mainly maintaining them. At a previous hearing it had been stated that the man was formerly drawing a weekly sum from the unemployment exchange for himself, wife, and two children. Later, he became the father of a child by another woman. He "signed on" for the other woman, with whom he was now living, and her child, and the claim was allowed, but that of his wife and children was disallowed. A representative of the Ministry now explained that the man was not "wholly or mainly" maintaining his wife, although she held an order for 15s. a week against him. The magistrate said he should adjourn the case, so that representations might be made to the Ministry and that they would see that something was done. If nothing was done in London, he said, he would have to bring the matter to the attention of another authority.

Discredit from the Cause Lists.

IN A successful appeal against a receiving order to the Court of Appeal, the debtor, who had obtained a stay of the statutory advertisement, also succeeded in avoiding the publicity which, perhaps, would have resulted in robbing the appeal of most of its value. The case as advertised in the cause list appeared in the orthodox form of "*In re* a Debtor," with its rota number and year, thus giving no clue to the identity of the person whose solvency was at issue. The reason for this secrecy is obvious. The mere suspicion of involvency will, very naturally, set every creditor to the immediate collection

of his debt, with the probable result of destroying the debtor's last chance of recovery. The secrecy, therefore, is preserved in the true English spirit of giving fair play to one struggling with adversity. It thus testifies to our instincts for justice in commerce. While the standard of our commercial law and honour remains so high, however, our neglect of a proper code of family law still continues, and the credit of subsisting marriages is damned in every divorce cause list, not to mention that of the respondent, and, if the petitioner is the husband, the co-respondent, in each case. Even the nomination of a doctor or a schoolmaster as a co-respondent may seriously injure his reputation, a fact, of course, perfectly well known to blackmailers, who trade on it accordingly. In the case of a divorce petition being unsuccessful, the slender chances of reconciliation must always be very seriously prejudiced by the publicity of the quarrel, and success is never assured until the decree absolute is pronounced. That decree is the real matter of public importance in a divorce case. There is a fashion in a certain section of the press to dredge through the divorce lists at the beginning of each term, pick out any names of prominent persons which may appear in it, and announce to the world their unhappy domestic differences. This may be regarded as pure mischief, and could be very easily circumvented if matrimonial credit was rated as high as personal solvency and ability to pay debts. The recent Act curtailing divorce reports may have checked the garbage served up in certain newspapers, but it has done nothing for the credit of existing marriages.

Law Enforcement in the United States.

THOSE WELL read in the history of the United States have noted a heavy streak of lawlessness at all times. There are deep-lying reasons for this state of things, and for its perpetuation. For a large part of the time during which the United States has existed, a long Indian frontier called to its defence and continual pushing westwards a class of men who, while in many respects a fine type, were organised but loosely and had to practise violence as a condition of continued life. Then, again, the wide diffusion of firearms tended to the use of force instead of law. Unhappy political features in urban areas tended to corrupt and inefficient police. To a condition of things which needed earnest and prolonged efforts to right, has been added the problem of enforcing the prohibition of alcohol on a largely reluctant people. Now a determined effort with new and more summary machinery is to be tried. All feel that it is a last effort and that if it fails, prohibition, with its good and bad effects, must go. The Commission on Law Observance, a body of responsible persons reporting to the President, is reported to have stated, in a signed document, that "the criminal law enforcement machinery of the United States is entirely inadequate and has broken down." This is a terrible state of affairs for a people of over one hundred millions organised in a civilised community. It, and the United States, cannot both remain in existence indefinitely together.

The "Non-Existing" Client.

THE HARDSHIP of applying to a solicitor the doctrine of warranty of authority (which was invented to meet the facts of commercial agency) is shown by the recent case of *Higgins and Co.* v. *Maestro Radio Company Limited*, in the Salford Hundred Court of Record. This was an appeal from an order of the registrar that the sum of £39 (taxed costs of the plaintiffs) be paid by the defendant's solicitors, who had entered an appearance and delivered a defence. The action was undefended at the trial, however, and the plaintiffs obtained judgment. It was thereupon found that the defendant company did not exist, but the solicitors contended that they had informed the plaintiff's solicitors of the fact, and also that there was an actual Meastro Radio Gramophone Company. The deputy judge, Mr. A. E. JALLAND, held in a reserved judgment that the solicitors had entered an unconditional appearance and delivered a defence for a company known by them to be non-existent, and they had also attended the taxation. The plaintiffs had thus incurred costs in useless litigation, upon the faith of representations that the solicitors were authorised to act for the defendant company, and no steps were taken to amend the entry of appearance. The courts could not properly be conducted if a solicitor could escape liability for acting in a case in which he knew he had no authority, and the appeal was therefore dismissed. The order for payment of costs was thus upheld, but leave to appeal was given. Compare a "Practice Note" entitled "Solicitors' Liability for Taxed Costs of Infant Client," in our issue of the 25th May, 1929, 73 SOL. J. 330, and *Simmons* v. *Liberal Opinion Limited* [1911] 1 K.B. 966. Our comments on the last-named case, in an article under the above title in our issue of the 28th October, 1911 (56 SOL. J. 6), still hold good.

Tests for Drunkenness.

WHILE WE have all been discussing with more or less vehemence the method of establishing that a man is drunk, we have all been overlooking DALTON, who, in 1661, in his "Country Justice," gave an easy and satisfactory criterion, much the same as is applied by a constable to-day, with results as nearly right as the best experts seem to be able to get. 'Now for to know a drunken man the better, the Scripture describeth them to stagger and reel to and fro, and so where the same legs which carry a man into the house cannot bring him out again, it is a sufficient sign of drunkenness."

Maintenance of Another Man's Wife.

IN TELLING one MEKOTA, a waiter, that he could not discharge a maintenance order which the latter's wife had obtained against him, although she had re-married since it was made, Mr. BERTRAND WATSON followed his own recent ruling on which we commented on p. 547 of the last volume. The report of the case is not a legal one, and it is possible that a proper application under s. 7 of the Act of 1895 had not been made on behalf of the husband, otherwise it seems very hard to suppose that Mr. WATSON should not consider the re-marriage of a former wife "fresh evidence" within the section on which the order may be varied or discharged. MEKOTA asked why he should pay for the support of another man's wife, and the answer that that is what the law so requires, invites the rejoinder that it is an unjust and unreasonable law. In *Bragg* v. *Bragg* [1925] P. 20, 69 SOL. J. 73, it was held that divorce did not *ipso facto* discharge a maintenance order, and, in an application by the husband under s. 7, that, in the special circumstances, there was no sufficient reason to vary or discharge the order. The wife, however, had not re-married. No doubt, under the Divorce Acts, maintenance even of a guilty wife without a *dum sola et casta* clause has on occasion been ordered, as in *Lander* v. *Lander* [1891] P. 161—a very strong case indeed, for the wife had had four illegitimate children since she had separated from the husband, but the order was for a "bare allowance" of fifteen shillings a week. *Lander* v. *Lander*, however, was criticised in *Squire* v. *Squire* and *O'Callaghan* [1905] P. 4, and *Ollier* v. *Ollier* [1914] P. 240, in each of which cases the maintenance was qualified *dum sola et casta*. On the other hand, in *Wood* v. *Wood* [1891] P. 272, the clause was omitted. The observation of LINDLEY, L.J., in this case that "It is an insult to any woman of spotless character to provide against the contingency of her sinking so low as to render the provision [i.e., the *dum casta* clause] necessary" may perhaps be countered by reference to *Bradley* v. *Bradley* (1882), 7 P.D. 237, where a similar delicacy prevailed and the woman, drawing her maintenance, lived an unchaste life, and was held entitled to continue the one while carrying on the other. Obviously the *dum casta* clause cannot hurt a chaste woman. Maintenance orders under the 1895 Act have in effect been held to be "*dum casta*" in *Ruther* v. *Ruther* [1903] 2 K.B. 270, and it is certainly arguable that "*dum sola*" is also implied.

Criminal Law and Police Court Practice.

SELF-DEFENCE.—The prevailing notion that a blow in self-defence is always justifiable received proper treatment at the hands of Mr. JOHN HARRIS, the learned magistrate at Thames Police Court, in the course of a recent assault case.

"There is a popular idea," said Mr. HARRIS, "that if a man comes up to you with his hand up to strike, you are entitled to strike the first blow. You are not. The proper course is to retreat."

The blow in self-defence is justifiable only when retreat is in all the circumstances impossible; and, however repugnant the idea of retreat may be to a man of determination and spirit, his duty is to avoid conflict. There is much ancient authority for this proposition, which is to be found conveniently summarised in "Archbold's Criminal Pleading." It is always recognised, of course, that where an attack is so violent that there is danger to life or limb in passive measures a man may meet violence, or even the threat of such violence, by violence; if he kill his assailant when he has no reasonable chances of escape, it is justifiable homicide.

The cases, naturally enough, turn mostly upon distinctions between murder, manslaughter, and justifiable homicide. The guiding principle, however, applies just as much, as the magistrate indicated, to the lesser questions of assault.

In the case of *R.* v. *Knock*, 14 Cox 1, LINDLEY, J., observed:—"If a man attacks me, I am entitled to defend myself, and the difficulty arises in drawing the line between mere self-defence and fighting. The test is this: a man defending himself does not want to fight, and defends himself solely to avoid fighting. Then, supposing a man attacks me and I defend myself, not intending or desiring to fight, but still fighting—in one sense—to defend myself, and I knock him down and thereby unintentionally kill him, that killing is accidental."

The law could hardly be more plainly or more reasonably expressed. The dividing line between a common assault and manslaughter often seems, unfortunately, to be a mere matter of accident, as in the case of an unlucky blow fraught with unforeseen though not unnatural consequences.

DOLI INCAPAX.—In a London juvenile court last week appeared a child of five, charged with being beyond the control of his parents. This, in itself a little startling, was complicated by the fact that his mother warmly denied that her small boy was beyond her control and added that she was quite unable to make out what the charge was about.

A police officer enlightened the court. He had found the child discharging a dummy pistol, to the alarm of the inhabitants, and the boy was also accused of complicity in breaking windows. The police, who knew that the boy, however wicked for his age, was incapable of crime, felt that at all events he must be brought to book, and to court. So he was charged with being beyond control. Then came the difficulty; the parent refused to make the charge, so that charge failed.

The magistrate found the way out. Evidence showed the boy had wandered about all day and late in the evening, up to mischief; so he was charged with wandering, having a parent who did not exercise proper guardianship, and was remanded.

Another police officer informed the court that the boy had been previously brought to the station for participating in shop breaking and stealing more than once already.

The police could do nothing with one so young, so he was released each time.

An exceptional case, of course. We must only hope that the alleged exploits of this young problem-child, who would doubtless have thrilled with pride if he had understood the proceedings a little more clearly, will not lead anyone to suggest the abolition of that most wholesome rule of law that children of such tender years are incapable, in the eyes of the law, of responsibility for crime.

The Liability to Repair Parish Church Chancels.

BY WM. MARSHALL FREEMAN
(*of the Middle Temple, Barrister-at-Law*).

THERE appears to be widespread misunderstanding even in the legal profession as to the liability of certain persons (owners of land) known as "impropriators" or "lay rectors," to repair the chancels of parish churches. How the liability arises, how it can be enforced, and—even more important still—how it can be brought to an end, are matters upon which a clear statement may perhaps be useful. The comparatively recent proceedings in the Ely case, resulting in a recalcitrant impropriator finding himself in Bedford Gaol, have caused a good deal of public excitement and have brought no little obloquy upon the Church (not altogether deserved be it said), and the LORD CHANCELLOR has thought it well to appoint a committee to consider and report upon what changes (if any) in the law are necessary to obviate in effect a recurrence of this unseemly type of case.

It is interesting to note that, although it is half-a-century more or less since the Crown Office officials were last called upon to prepare a writ *de contumace capiendo*, there have been numerous occasions on which the Consistory Courts have had to "admonish" lay rectors to do the repairs for which they were liable; but there have not been many instances of refusal. The Lincoln case two years ago (see SOL. J., vol. lxxiii, at p. 394), is an illustration of resistance—but that was compromised. In the case of *Morley* v. *Leacroft* [1896] P. 92, the late Chancellor KEMPE delivered a judgment that is worthy of being read by the enquirer desirous of appreciating the legal position. He said:—

> "By the law of England, a layman may be the rector of a parish church and may enjoy all the profits and tithes annexed to the rectory; but in the absence of proof that by custom or special statutory provision the duty to repair is to fall upon the parishioners or others, the right to be rector and enjoy the profits and tithes of the rectory carries with it the duty of repairing the chancel of the parish church."

In the course of further observations the learned Chancellor also said:—

> "There are many lay rectors in England bound to repair chancels of the churches of which they are the rectors; but I am happy to think that suits of the description of the present are rare in the extreme though clearly within the jurisdiction of the spiritual courts";

clearly indicating the view that is now widely held that some change of method is desirable in the enforcement of these obligations.

In the case of *Neville* v. *Kirby* [1898] P. 160—a case which was taken to the Court of Arches on appeal from the Consistorial Court, Lord PENZANCE, in the course of his judgment said:—

> "The ecclesiastical jurisdiction in reference to the chancel of a parish church is based upon the duty of upholding and maintaining in safety and security the fabric of the church itself. If this is jeopardised the Ecclesiastical Courts have time out of mind interfered to impose upon those who may be bound to repair the discharge of that duty by timely and reasonable repairs. If the chancel of a parish church is in need of repair the Ecclesiastical Court entertains a suit complaining of its defective condition and, on proper proof as to the persons liable to repair it issues admonition to such persons commanding the thing to be done, which it follows up, if need be, by the usual ecclesiastical *censures*. But this is the limit of the court's interference, and there is no precedent or warrant for the exercise of the coercive powers of the court to enforce against a layman the payment of a money claim."

By ecclesiastical "censures" the learned judge probably intended a reference to excommunication. That, of course,

is no longer available. It was formerly the method of dealing with contempt of court, but by the statute of 53 Geo. 3, c. 127, the procedure by writ *de contumace capiendo* was substituted for the writ *de excommunicato capiendo*; and it has been clearly laid down from time to time that if repairs be done by the churchwardens or parish council, they do not thereby acquire the right to sue the lay rector for the cost.

The fact that a layman may become liable for the repair of the chancel of a parish church is traceable to the dissolution of the monasteries at the time of the Reformation, when a large number of the rectoried tithe lands belonging to the religious houses passed (with the liability attaching) into the hands of laymen; and as the liability attaches to the land upon which it is charged and not to the holder as an individual, it has continued to pass down with each transfer.

But the whole position in regard to the repair of chancels, both as regards the liability of clerical and of lay rectors (impropriators) has been changed by the passing of the Ecclesiastical Dilapidations Measure, 1923, the terms of which are not so widely known and understood as they might be. The Measure sets up a diocesan authority or "board" in every diocese to deal with dilapidation matters under the ægis of Queen Anne's Bounty as a central authority.

Section 52 (1) reads as follows:—

> "As from the passing of this Measure there shall be no obligation on any *incumbent* to repair or insure the chancel of the church of the parish of which he is incumbent, if he be an incumbent who by reason only of his incumbency is rector of such parish or otherwise solely liable for such repair or insurance, and such chancel shall in all respects be repairable and insurable in the same manner as the remainder of such church."

That abolishes the liability of the incumbent of the parish as such, and puts it on the parishioners and their council; but it leaves untouched the liability of any clerical rector who derives his income from land to which this liability attaches. The latter, and the lay rector, however, are provided for by sub-s. (2), which says:—

> "Any person *other than such an incumbent as aforesaid* who is liable as rector or otherwise for the repair of the chancel of a church may after consultation with the Parochial Church Council (if any) of the parish concerned, and with the approval of the board, compound such liability by payment to the diocesan authority such sum as, having regard to the condition of the chancel, the diocesan authority may estimate as reasonably sufficient to provide for the cost of future repairs for which such person would otherwise have been liable."

By sub-s. (3) the parochial church council or the board may require the question of the sum payable or any other relevant question to be referred to the central authority to determine. Then, upon payment of the sum fixed and of all expenses incurred, the person compounding gets a receipt and acknowledgment, from the time of giving of which all future liability is at an end, and the chancel is repairable in the same manner as the remainder of the church.

Money paid in compounding such a liability is to be invested and held on behalf of the parochial church council by the diocesan authority, and the income is to be applied, first, to keeping the chancel insured, secondly, in repairing the church (including the chancel) and churchyard; and thirdly, in accumulating a reserve fund for such extraordinary purposes as the diocesan authority may approve.

MUSICAL COPYRIGHT.

We are asked to state that representative bodies or institutions desirous of giving evidence before the Select Committee on Musical Copyright Bill should communicate with the Clerk to the Committee at the House of Commons.

Insurance Notes.

Partnership Insurance.

However prosperous the individual firm may be, it may fairly be said that the death of one of the partners throws a very great financial strain on the other. Such an occurrence normally involves the payment by the surviving partner of a substantial sum to the widow, and it is not always easy or convenient to find such a large sum unexpectedly and at short notice. Perhaps the surviving partner has insured his own life, but in order to discharge the obligation to his late partner's widow he may have to mortgage his policy, or even surrender it altogether for its cash value. At the best, it will mean realising on investments which at the particular time may be depreciated in value.

Partnership insurance is devised to obviate these troubles. Under this scheme, each partner insures the life of the other for a sum sufficient to cover such expenses as his death would introduce. The form which the insurance takes is either the "Whole Life" policy—because there is definitely an insurable interest—or the "Joint Life Assurance." This latter is an arrangement by which a policy, held by two persons, becomes payable to either on the death of the other. Premiums under this plan vary, of course, according to the age of each insured. As an example, the approximate annual cost of a policy taken out by partners aged thirty-five and thirty would be £3 2s. 5d. for each £100 of insurance. A reduction of premium is usually made on all policies over £500.

All expenses likely to occur in this connexion may be provided for under the policy, and in the event of partnership being dissolved the policy will lose nothing of its value, but can be converted into separate policies on the independent lives. In this event, the premiums chargeable under each new policy will be calculated at the rates for the single ages at the time the policy was taken out.

Retirement.

The partnership policy, if still uncalled upon when the question of retirement arises, may be surrendered for its cash value, and will form a nice addition to the reduced income which normally accompanies retirement. But the possibility of retirement at a reasonably early age can be made a certainty by means of an endowment policy. This policy, while carrying the usual feature of immediate maturity in the event of death of the assured, is mainly intended to provide a certain sum after a specified number of years. As with all forms of life assurance, the rates favour youth, but the increase is by no means so marked as to discourage this kind of investment in later years.

The endowment policy possesses a guaranteed cash surrender value, or, alternatively, carries the right to a fully paid-up policy (after two annual premiums have been paid) for such proportion of the total sum assured as the number of premiums paid bears to the total number payable. The policy can be made to include incapacitation benefits, and at least one office has evolved a scheme which allows for the complete suspension of premium payments during disability.

Taking sixty-five as a normal age at which retirement is desired, the approximate annual premiums required to secure each £100 of assurance at this age fall between £1 18s. and £4 10s. according to the age of the assured when the policy is originally effected. (These figures cover the range of age between twenty-five and forty-five, but policies can also be arranged at ages outside those given.)

This form of assurance is perhaps the wisest and most satisfactory where it is necessary to provide for dependents in the event of death, but where no such considerations arise an attractive method of providing a pension is by the purchase of an annuity, which can either be procured by premium payments over a number of years, or by the surrender of a partnership policy, if no claim has arisen. The average rate of interest earned under an annuity policy purchased at the age of sixty-five is rather more than 10 per cent.

Company Law and Practice.

XVI.

At the end of this column last week we were considering the giving of a notice by a transferee company under s. 155 to a dissenting shareholder that it desired to acquire his shares: and it may, perhaps, be well noted here that if notice be given under the section to a shareholder other than a shareholder who has not assented to the scheme, as, for instance, to a shareholder who has, perhaps, merely out of negligence, failed to transfer his shares in accordance with the terms of the scheme, there is nothing in the section which expressly prohibits such a person from applying to the court for relief. This is, perhaps, not a point of any materiality, because there is no doubt that any such person applying would have a very hard row indeed to hoe on the hearing of the application, though circumstances are conceivable in which the court might help him.

The practice regarding applications by a dissenting shareholder for the purpose of preventing the acquisition of his shares is governed by Ord. 53B, r. 8 (*n*), which lays it down that such applications must be made by summons; a general form of summons for this purpose is given in the Annual Practice for 1930, at p. 2376; it will be necessary to serve the summons on the transferee company.

Where a notice has been given, and the court has made no contrary order, the transferee company must, on the expiration of one month from the date of giving the notice, or, if an application is pending, after it is disposed of, transmit a copy of the notice to the company whose shares are the subject of this dealing, and pay or transfer to it the consideration representing the price payable for the shares. This company must then register the transferee company as the holder of these shares, pay any sums received into a separate bank account, and hold such sums and any other consideration on trust for the several persons entitled to the shares in respect of which the sums or other consideration were received.

This seems to contemplate the possession of unusual gifts by the transferee company, in that it must make payment on the expiration of one month from the date on which the notice is given, unless there is a pending application, while a shareholder has one month from the date on which the notice was given to make the application, apparently leaving no time, or at the most one day, for service on the transferee company. One is, of course, well aware of many of the advantages of the joint stock company, but the gift of second sight would appear to be one hitherto undisclosed, and, indeed, one may add, unsuspected.

In practice this may not cause much difficulty, because the transferee company can retain the money or other consideration until the time has expired within which an application might be made by a dissenting shareholder, but in strictness it should make the payment when the month is up

What form of order will be made? It would seem that the proper order in cases where the court sees fit to grant relief would be confined merely to shares which were the subject of the notice served on the particular applicant, and should not apply to the shares of other dissenting shareholders not before the court; on the other hand, such a practice, if invariably observed, might lead to a multiplicity of applications, unless it were possible for the dissentients who desired to apply to get together and be applicants in the same summons.

* * * * * *

Under s. 192 of the Act of 1908, which enabled the liquidator to accept shares, policies or other like interests in a voluntary winding up, where the business or property of the company being or to be wound up was proposed to be transferred or sold to another company (called the transferee company), for distribution among the members, Eve, J., held, in the case of *Thomas* v. *United Butter Companies of France Ltd.* [1909] 2 Ch. 484, that the sale could not be to a foreign company. The grounds for this decision arise in a somewhat curious way: s. 192 of the Act of 1908 reproduced, practically speaking, ss. 161 and 162 of the Act of 1862, and it had been held that a foreign company was within s. 161, in *Re Irrigation Company of France*, L.R. 6 Ch. 176 (see in particular the judgment of Mellish, L.J., in this case at pp. 192, 193). But the definition section of the Act of 1908 (s. 285) defined the word "company" as used in that Act, so as to exclude a foreign company (this definition was not present in the Act of 1862, and only found its way into the Statute Book in 1900), with the result that Eve, J., felt himself no longer able to follow the *Irrigation Company's Case*.

The Greene Committee recommended an amendment of the section so as to permit of the transfer to a foreign company. This was accomplished, and the section in its new guise (s. 234 of the Act of 1929) provides that the transferee company need not be a company within the meaning of the Act, rendering the decision in *Thomas* v. *United Butter Companies Limited, supra*, no longer law, and restoring the position existing under the Act of 1862.

(*To be continued.*)

A Conveyancer's Diary.

Protection of Paid Trustees.

An important case raising, amongst others, the question as to the protection from liability of trustees who are paid for their services is *Re Windsor Steam Coal Co.* (1901) *Limited* [1929] 1 Ch. 151.

The facts were that the selling agents of a colliery company which had sold its undertaking and was being voluntarily wound up, claimed £19,088 damages for alleged breach by the company of the agency agreements. There had, in fact, as the court held, been no breach of the agreements. The liquidator consulted the solicitors of a large shareholder, who was opposed to the claim, and they said that they had advised their client that there was a valid claim, but that the amount of the damages was uncertain. Without taking further advice or obtaining the opinion of the court (a course which the liquidator had recognised to be open to him) the liquidator settled the claim for £15,000. The *bonâ fides* of the liquidator was not in question, and it appeared that it would have been useless for him to call a meeting of the company for the purpose of obtaining the sanction of an extraordinary resolution under s. 214 of the Companies (Consolidation) Act, 1908, as the preference shareholders who were the only persons interested would not have had the right to vote.

The questions which arose were: (1) Was the liquidator a trustee; and (2) If he was, could he claim the protection of s. 30 or of s. 61 of the T.A., 1925. Maugham, J., having decided that the claim was not well founded, and the payment therefore erroneously made, held that the liquidator was not a trustee and therefore was not protected by either of those sections of the T.A.

The Court of Appeal, without deciding that the liquidator was a trustee, held that, even if he were, he was not entitled to protection. The judgments are, therefore, interesting and instructive on the question of the liability of trustees and the extent of the protection afforded by ss. 30 and 61 of the Act.

Now, on the facts, it was clear that the liquidator had made a wrongful application of part of the assets. He was in the same position as a trustee who has made an honest mistake as to the persons entitled to share in the trust funds and parted with a portion of those funds to a claimant who had no legal right to a share.

The plaintiffs' case rested upon two contentions, both of which are worthy of some attention and were upheld by the court.

First, it was said that however honestly a trustee acts, and although he may have been misled by mistaken advice, he is liable for a misapplication of the funds; and secondly, that as the liquidator was (if a trustee at all) a paid trustee, he was not entitled to protection, even though, in the same circumstances, a gratuitous trustee would have been so entitled.

I think that the second point is of particular interest at the present time, having regard to the increase in the number of trust corporations and others who are remunerated for acting as trustees.

Section 30 (1) of the T.A., 1925, which was in the first place relied on by the defendant as entitling him to exoneration, reads:—

> "A trustee shall be chargeable only for money and securities actually received by him . . . and shall be answerable and accountable only for his own acts, receipts neglects or defaults and not for those of any other trustee . . . nor for any other loss, unless the same happens through his own wilful default."

Special emphasis was laid for the defendant on the concluding words—"and any other loss unless the same happens through his own wilful default."

Section 61 is as follows:—

> "If it appears to the court that a trustee, whether appointed by the court or otherwise, is or may be personally liable for any breach of trust, whether the transaction alleged to be a breach of trust occurred before or after the commencement of this Act, but has acted honestly and reasonably and ought fairly to be excused for the breach of trust and for omitting to obtain the directions of the court in the matter in which he committed such breach, then the court may relieve him either wholly or partly from personal liability for the same."

Upon the first point before mentioned, namely, that protection is not given to a trustee who has misapplied the trust funds, Lawrence, L.J., said (at p. 166): "A trustee is always liable for the due application of trust funds received by him and is accountable for all his own receipts; under the ordinary account he can only discharge himself by showing that he has paid the trust fund to the right person. The question whether he has acted honestly does not seem to me to enter into the question of his liability when he has received moneys which he has himself disbursed to the wrong person. The question whether the trust fund has suffered any 'other loss' within the meaning of the latter part of the section (i.e. s. 30) through the wilful default of the trustee does not seem to me to be a question which the court has to consider when dealing with the disbursement by a trustee of trust funds actually come to his own hands." In reference also to the words at the end of s. 30, Russell, L.J., said (at p. 170): "In my opinion those words in s. 30 are not intended to apply and do not apply to the case of a trustee paying money away to the wrong *cestui que trust.*"

Upon the second point, namely, whether the trustee was disentitled to relief because he was a paid and not a gratuitous trustee, the case of *National Trustees Co. of Australasia* v. *General Finance Co. of Australasia* [1905] A.C. 373, is in point.

In that case trustees (a trust company) had paid two-thirds of a fund to persons other than the person entitled, and in making that payment had acted upon the advice of solicitors and had acted honestly believing such advice to be good. The judgment of the Board states (at p. 381): "It is a very material circumstance that the appellants" (the trustees) "are a limited joint stock company formed for the purpose of earning profits for their shareholders; part of their business is to act as trustees and executors and they are paid for their services in so acting by a commission which the law of the colony authorises them to retain out of the trust funds administered by them in addition to their costs . . . The position of a joint stock company which undertakes to perform for reward services it can only perform through its agents and which has been misled by those agents to misapply a fund under its charge, is widely different from that of a private person acting as a gratuitous trustee." In the course of his judgment in *Re Windsor Steam Coal Co.*, Lawrence, L.J., cited the passage just quoted, and said that, in his opinion, the liquidator there was in the same position as the trust company in the case before the Privy Council, and proceeds: "He is a chartered accountant carrying on business for his own profit; and in the course of such business and as part of it he undertakes to act as the liquidator of the company at a commission. If, in so acting, he incurs a loss by acting wrongly, although he may have acted honestly, I have come to the conclusion, on the authority of the case I have cited, that the court would decline to hold either that he had acted reasonably or that he ought fairly to be excused for a breach of trust."

It seems, therefore, to be well established that trust corporations and others who are remunerated for acting as trustees must pay for any mistakes they make and cannot expect to be relieved on the ground that they have acted reasonably or ought fairly to be excused. The principle involved appears to be fair and reasonable and founded on common sense, and although not new, it is as well that at the present time attention should be drawn to the emphatic sanction given to it by the Court of Appeal.

Landlord and Tenant Notebook.

Oral Statements.

Property is seldom let without some conversation taking place between parties concerned. When it is subsequently found or alleged that agreements in writing or leases duly executed do not represent what has been said, the position of the party aggrieved varies according to whether an action for specific performance of an agreement for a lease or an action for damages is contemplated.

If it be a question of specific performance, the position further depends on whether the party aggrieved be plaintiff or defendant. A plaintiff, seeking equity, must come into the court with clean hands; in resisting a decree, defendants have been permitted to prove mistake, misrepresentation and fraud by verbal statements, and non-fulfilment of conditions precedent orally agreed to, not only when there was no writing, but even when they varied or contradicted what was written. In *Joynes* v. *Statham* (1746), 3 Atk. 388, the defendant, and intended landlord, had signed an agreement which contained no reference to rates and taxes. He alleged in his answer to the bill that the plaintiff had verbally agreed to pay these, and the court rules that this was admissible. In *Clarke* v. *Grant* (1807), 14 Ves. 519, the very parcels were put in issue, the evidence of an attesting witness who swore that the defendant had objected at the time of execution and been talked over by the plaintiffs, who had assured him the matter should be rectified, being admitted on the defendant's behalf. An inaccurate statement as to the quality of limestone made by an intending landlord was admitted in *Higgins* v. *Samels* (1862), 2 J. & H. 460, and though the intended tenant had himself cursorily examined the land, specific performance was refused. In *Modlen* v. *Snowball* (1861), 4 De G., F. & J., the grantee had entered and had sub-let, had obtained a limited licence for the sale of intoxicating liquor; he was permitted to prove that the grantor had represented that a full licence would be obtainable, and the decree was refused (but without costs).

The plaintiff in an action for specific performance is, as a rule, bound by any written agreement. In *Rich* v. *Jackson* (1794), 4 Bro. C.C. 514 (a case which was distinguished, on this point, in *Clarke* v. *Grant, supra*), the intending landlord,

who sued, was not allowed to prove an agreement as to outgoings alleged to have been accepted orally by the intended tenant and omitted from the written agreement by the latter. But if the variation claimed is to the advantage of the defendant, it can be heard: *Martin* v. *Pyecroft* (1852), 22 L.J. Ch. 94.

But when damages are sought, the position is governed by the common law rule against adducing verbal evidence to vary or contradict a document. A collateral agreement must be established. The nature of such an agreement was discussed at length by Lord Moulton in *Heilbut, Symons & Co.* v. *Buckleton* [1913] A.C. 30, at pp. 47, 48: "'If you will make such a contract I will give you a hundred pounds' is in every sense of the word a complete legal contract. It is collateral to the main contract . . . Collateral contracts, the sole effect of which is to vary or add to the terms of the principal contract, are . . . viewed with suspicion by the law."

In some of the older cases tenants have established claims, based on antecedent parol agreements by their landlords to repair, e.g., in *Seago* v. *Deane* (1828), 4 Bing. 459, when, the promise having been repeated on the first rent being paid, the plaintiff recovered on an account stated. A verbal promise to complete and repair was enforced as collateral in *Mann* v. *Nunn* (1874), 43 L.J. C.P. 241, but the decision was disapproved in similar circumstances in *Angell* v. *Duke* (1875), 32 L.T. 320; in *Burstal* v. *Bianchi* (1892), 65 L.T. 678, evidence of a statement as to drains was admitted, but held not to amount to a promise.

In *De Lassalle* v. *Guildford* [1901] 2 K.B. 215, C.A., the tenant, before executing and delivering the counterpart, had corresponded with the landlord on the subject of the drains, and finally taken his word that they were in order. The lease contained no reference to drains, and it was held that the verbal statement was a collateral warranty to which effect could be given. The tenant in *Henderson* v. *Arthur* (1907), 51 Sol. J. 65, C.A., attempted in vain to establish the same with regard to a verbal promise to take bills in lieu of cash for rent, for the promise conflicted with the unqualified reddendum. The allegation in *Crawford* v. *White City Rink (Newcastle-on-Tyne) Ltd.* (1913), 57 Sol. J. 357, was that the landlord had verbally represented that she had power to let the premises for dancing; this was held not to be collateral. *Henman* v. *Berliner* [1918] 2 K.B. 236, was another case concerning drains; a verbal undertaking to put them in order, and not a warranty that they were in order, was set up in this case. The landlord, who had been compelled to do the work by the local authority, sued on the tenant's repairing covenant. The decision in the latter's favour rested partly on the fact that the landlord was under a covenant to pay outgoings; but it was also held that the repairing covenant did not apply to the drains unless and until the landlord carried out his verbal promise.

It was at one time thought that agreement would be deemed collateral either if it did not concern anything referred to in the main agreement or if it were such that without it the main agreement would not have been accepted. The effect of the last two cases appears to be that the second proposition does not apply to warranties, but is valid as regards undertakings to do some act.

Our County Court Letter.

SLANDER OF TITLE TO GOODS.

In the recent case of *Birmingham Co-operative Society Limited* v. *Victory Dividend Tea Company* (a firm), the plaintiffs claimed £50 damages and an injunction to restrain the defendants from representing that they were in any way connected with the plaintiffs. The defendants were alleged to have sold tea by wrongful and fraudulent means in representing that (1) they, or their agents, were connected with the plaintiffs, (2) the teas came from the plaintiffs, who blended them, (3) the purchasers of one pound weekly, at 3s. 4d. a pound, for twelve weeks, would receive a bonus of £5 5s. from the plaintiffs. It was contended that the plaintiffs had suffered loss of reputation by reason of the above, and several women gave evidence as to buying the defendants' tea, in reliance on a representation of the agent that he came from the plaintiffs, who would pay the promised dividend. The witnesses denied that they would have taken the tea, had they known the agent was not from the plaintiffs, but in cross-examination it was established that in such a transaction an agent of a co-operative society would have taken the member's number, but that no number was given to the agent in question. His Honour Judge Dyer, K.C., observed that it was important that a well-known name should not be used by others, and it was equally important to the defendants, as a reputable firm, that their agent's zeal should not outrun his discretion. Judgment was therefore given on agreed terms, viz., 20s. damages, an injunction as claimed, and costs on scale B.

The cause of action in such circumstances was explained in the judgment of the Court of Appeal (Lord Esher, M.R., and Lord Justices Bowen and Fry) in *Ratcliffe* v. *Evans* [1892] 2 Q.B., at p. 527. It was there laid down that an action will lie for written or oral falsehoods, not actionable *per se*—nor even defamatory—where (1) they are maliciously published, (2) they are calculated in the ordinary course of things to produce (and do produce) actual damage. Such an action is not one of libel or slander, but an action on the case for damages wilfully and intentionally done without just occasion or excuse, analogous to an action for slander of title. To support it, actual damage must be shown, for it is an action which only lies in respect of such damage as has actually occurred. It was further laid down, however, that evidence of general loss of custom is admissible, without specific proof of the loss of any particular customers or orders, as an insistence on the latter would involve a denial of justice or redress for the very mischief intended to be committed.

The last-named case was distinguished in *Ajello* v. *Worsley* [1898] 1 Ch. 274, in which the claim was for an injunction to restrain the defendant from advertising any pianos of the plaintiffs' manufacture—unless he had in stock a piano of the class advertised. The plaintiffs had discontinued the supply of their pianos to the defendant, who had retailed them below the minimum price, to the detriment not only of other retailers, but also of the plaintiffs. The latter contended that the defendant's advertisement contained a misrepresentation, as he in fact had none of their pianos, but it was pointed out by Mr. Justice Stirling (as he then was) that the defendant would have been within his rights in advertising that he was prepared to supply the pianos, which he could have obtained from other sources. The same effects would therefore have been produced by an advertisement which the defendant was legally entitled to issue, and the damage could not be attributed to the misrepresentation of fact in the advertisement. Moreover, in *Ratcliffe* v. *Evans*, *supra*, the untrue statement related to the plaintiff's business, whereas in the present case the untrue statement concerned the defendant's own business. The action therefore failed, but—in view of the defendant's conduct with regard to the advertisement—he was deprived of his costs on the successful issues.

MAGISTRATE AND POLICE SURGEON'S REPORTS.

In a summarised report in *The Times* of 11th inst. of some remarks by Mr. Campion, K.C., at the Tower Bridge Police Court on the previous day, the impression was given that the magistrate required the police surgeon's report in cases where a man pleaded "Not Guilty." This was not so. The man in the case before Mr. Campion had been adjudged "Guilty" on evidence, and the magistrate's remarks applied only to information after conviction.

Practice Notes.

THE SCOPE OF THE AGRICULTURAL WAGES ACT

The limits of the above were recently illustrated at Dore, where a farmer was summoned for failing to pay the minimum wages fixed by the Herefordshire Committee. The case for the Minister of Labour was that the minimum rate for a fifty-four hour week was 31s., but that a general workman had worked fifty-three and a half hours per average week in return for 12s. in cash, meals worth 7s. 6d., and 9d. in insurance stamps—this being the equivalent of £1 0s. 3d., or a total under-payment over a period of £13 15s. 11d. The employee had also received three rabbits, half a hundredweight of potatoes and some butter, but none of these could be reckoned in lieu of wages, and certain other payments of 5s. were in respect of special journeys as chauffeur. The defendant's case was that the employee was not primarily a farm labourer, as he knew little about agriculture, but had really been engaged to look after and drive the car, and to teach the defendant and his wife to drive. The magistrates (Major C. B. Lee-Warner in the chair) held that the employee was not a farm labourer, and the summons was therefore dismissed. On a second summons, the prosecution contended that another employee was a "bailiff, stockman or wagoner," and was therefore entitled to 36s., but in a fifty-five hour week he had only received 16s., plus meals and insurance, or a total equivalent of 31s. 9d. The employee admitted, however, that he was only a general farm hand, and the case therefore failed.

The lack of elasticity in the regulations, in cases where the value of the benefits exceeds the difference in wages, was recently criticised by the Montgomery bench. A wagoner was entitled to 33s., but had only received 21s. 3d. and certain allowances not recognised by the Act, viz., a house, several acres of land worth £40 a year, free haulage of hay and coal, and free harvesting services worth 15s. to £1 per acre. The employee had four cattle and twelve sheep, and (having sold £75 worth of stock last year) he would not have taken proceedings personally, as he had been with the defendant for eleven years, and was perfectly satisfied. The prosecution did not admit the values placed upon the above privileges, in respect of which the defendant could have made a charge. The Mayor (Major Sir H. Harmood-Banner, Bart.) stated that a nominal fine of 1s. would be imposed in two cases, but an order was made for payment of the arrears, viz., £52 5s. 8½d.

Obituary.

SIR CHARLES E. LONGMORE, K.C.B.

Sir Charles Elton Longmore, solicitor, Clerk to the Hertfordshire County Council, passed away at his residence on Thursday, the 6th inst., after a very short illness. In the previous week he attended a meeting of the County Council in London, at which his old friend and colleague, Sir E. B. Barnard (another great administrator), died suddenly whilst presiding over a meeting of that authority, of which he was Chairman, and the tragic occurrence was undoubtedly a great shock to Sir Charles, who was taken ill the day after attending the funeral.

Sir Charles came of an old legal family and was descended from Sir Richard Raynsford, at one time Lord Chief Justice of England. Both his grandfather and father were in practice at Hertford as solicitors, and, like Sir Charles, held several important public appointments in the county. He was educated at Haileybury and articled to Messrs. Gepp & Sons, of Chelmsford. At the Final Examination in June, 1879, he was placed first out of 289 candidates, being awarded the Clement's Inn Prize. He subsequently joined in partnership the late Mr. Thomas Joseph Sworder, of Hertford. In 1880 he married Helen Julia Sworder (the sister of his partner) and of this marriage there were three sons and two daughters. The two sons of Sir Charles, together with his brother, Mr. Philip Raynsford Longmore, O.B.E., were in partnership with him up to the date of his death. The range and variety of his activities was considerable having led as he did a most unselfish and useful life. In addition to valuable work for various Government Departments, he had served upon numerous Royal Commissions and Departmental Committees, was President of The Law Society 1914-1915, and for some time Chairman of the Discipline and Law of Property Committees. He was one of the founders, and for over forty years Hon. Secretary of the Hertfordshire Law Society, and formerly Chairman and Hon. Secretary of the Society of County Clerks of the Peace. He was also Chairman of the Territorial Force Association of the County and raised and commanded the 2/1st Hertfordshire Regiment, resigning his Commission in 1913. He was, on the termination of hostilities, appointed Hon. Colonel of his Regiment; was made a C.B. in 1911 and K.C.B. upon his resignation. His remarkable vitality and capacity for hard work was the admiration of all, and it is not too much to say that all those with whom he came into contact in his numerous and useful spheres of work will feel very keenly the loss of a valuable friend. W. P. H.

Correspondence.

Law Association.

Sir,—I have to thank you for inserting in a recent issue a paragraph in regard to this Association's need of additional help from London solicitors, which, with our annual circular, has brought in a good accession of new members and some donations, but not sufficient to tide over the present difficulties.

We have also received an offer from a generous member of the Association to give us £100 if we can find four other members of the profession to do the same before the end of March, and I am venturing to trespass on your kindness again, and ask you to make this offer known through the columns of your journal, and so help me to secure this valuable contribution, which would enable us to meet all our present claims and continue the good work of the Association without curtailment.

E. EVELYN BARRON,
Secretary.

3, Gray's Inn-place,
Gray's Inn, W.C.1.

Dower and the New Legislation.

Sir,—Referring to the important article by Mr. Frederick E. Farrer in THE SOLICITORS' JOURNAL, of 25th January last, it would be interesting to have his views on the following further question which appears to arise as to the effect of the repeal by the Administration of Estates Act, 1925, of the Dower Act, 1833.

A husband dies after 1925, entitled to real estate, and disposes of it by will. Is the widow now entitled to her dower?

It was the Dower Act, 1883, s. 9, which enabled a disposal by will to defeat the widow's dower, and that section is now repealed. What other statutory provision is there, now in force, which will defeat it? Would s. 3 of the Wills Act, 1837? While the Dower Act was in force no one needed to consider whether that section would have had that effect, if the Dower Act were out of the way.

Section 1 of the Administration of Estates Act, 1925, making real estate devolve to the personal representative as if it were a chattel real, originated in the Land Transfer Act, 1897, s. 1, the draftsman of which certainly had not in mind any question of defeating any beneficial interest, and does not appear to be related in any way to the repeal of the Dower Act.

London, E.C.3. J. SHERA ATKINSON.
11th February.

Dower and the New Legislation.

Sir,—My attention has just been called to an article under the above heading written by Mr. Frederick E. Farrer in your issue of 25th January, 1930. And I must confess that, in spite of the support which appears to be given by a learned writer in one of your contemporaries (*The Law Journal*) to Mr. Farrer's argument, I find that argument more ingenious than convincing.

Mr. Farrer's argument seems to come to this: By the Administration of Estates Act, 1925, s. 45 (1) (*c*), there are abolished (with regard to the estate of any person dying after 1925) "dower . . . and every other estate and interest of a wife in real estate *as to which her husband dies intestate*." The abolition only applies in the case of an intestacy. Moreover, the Administration of Estates Act, 1925, s. 56, and Sched. II, repeals *in toto* the Dower Act, 1833. It follows, therefore, according to Mr. Farrer, that as regards real estate as to which a husband does *not* die intestate, the common law as to dower still applies, and so, even where the husband dies after 1925, the wife can claim dower out of land which her husband has devised, and, apparently, also out of land which he has alienated in his lifetime, always assuming that he has held the land for an estate which formerly would have been described as an estate of inheritance.

I hope that I shall be pardoned if I suggest that the profession would be unwise to accept Mr. Farrer's conclusion without further details as to the grounds on which it is based; for it seems to me that even though Mr. Farrer be correct in assuming that the repeal of the Act of 1833 has left us at the mercy of the rules of common law, those rules are not easily applicable to the new conception of interests in land.

It seems convenient to deal separately with estates in fee simple and entailed interests.

With regard to the fee simple, Mr. Farrer seems to have overlooked the fact that dower, according to the rules of the common law, could only be claimed by a wife out of estates of inheritance "of which any issue, which she might have had, might by possibility have been *heir*" (2 Black. Comm. 131: see also Litt. ss. 36, 53; I Rop. Husb. & Wife, 332). Now it is impossible (subject to the exception mentioned below) for anybody to be *heir* to a fee simple in respect of a death occurring after 1925, for the heir as a successor in title is abolished (Administration of Estates Act, 1925, s. 45). It may be suggested that I am insisting unduly on the literal meaning of the word "heir," and I notice that Mr. Farrer has paraphrased the passage of "Blackstone" which I have quoted above, for in his article he says, in his statement of the common law position:—

> "There was this qualification, that the husband's estate had to be such that, had there been issue by the wife, such issue by possibility might have *succeeded* to the estate."

But even the substitution of the word *succeeded*, assuming that it is justified, does not remove the difficulty; for the fact remains that one cannot *succeed* to a fee simple in respect of a death occurring since 1925. According to the Administration of Estates Act, 1925, s. 33 (1), the whole of an intestate's estate (except such parts of it as consist of money) is to be held by the personal representatives upon trust for sale. A person entitled under an intestacy therefore succeeds, if the word *succeeds* can be used at all, not to any estate of the deceased, but to an interest in a fund. Under such circumstances it is difficult to see how the common law rules as to dower can apply at all. The only exception is in the case, rarely encountered in practice, of a person who was a lunatic on 1st January, 1926, and has since died without having recovered his testamentary capacity (see Administration of Estates Act, 1925, s. 51 (2)).

With regard to entailed interests other considerations seem to apply. By the Law of Property Act, 1925, s. 130 (4), an entailed interest with regard to which the tenant in tail dies intestate does devolve "upon the persons who would have been successively entitled thereto as *heirs of the body* . . . of the tenant in tail or other person, or as tenant by the curtesy" according to the general law in force *immediately* before the commencement of the Act. In passing, it is significant to note that while the section does mention specifically the tenant by the curtesy it makes no mention of the doweress. The main point to notice, however, is that it is possible for a person to inherit, or (to use Mr. Farrer's phrase) succeed to, an entailed interest. But that in itself would not give rise to dower even under the common law rules. For the wife to be able to claim dower out of any lands it was essential at common law that the husband should be *seised* of an estate of inheritance in them (Co. Litt. 31a, 266b.). It was well settled before the Dower Act, 1833, that a wife could not claim dower out of lands in which her husband had only an equitable interest (1 Rop. Husb. & Wife, 354). It would therefore appear that, even though the common law rules are to be applied, dower cannot nowadays be claimed out of entailed interests, for such interests must necessarily be equitable (Law of Property Act, 1925, ss. 1 (3), 39, 130, 1st Sched.).

It would seem that Mr. Farrer must produce more convincing arguments before some of us can accept the conclusions which he desires us to take from him.

Manchester. R. A. Eastwood.
5th February.

Law of Domicil.

Sir,—In reply to Mr. Francis Terry's letter of the 3rd inst., published in The Solicitors' Journal of the 8th inst., in principle the French courts apply the law of nationality.

If, as in the case cited, they reject the *renvoi*, they then apply whatever municipal law may be applicable according to the law of nationality.

In deciding what municipal law must be applied, the French courts are guided by the evidence of foreign law which is submitted to the court by the parties.

Such evidence is not, however, oral, but is submitted to the court in the form of a certificate of law delivered by a lawyer duly qualified in such foreign law, and we do not know what was the nature of the evidence, if any, in this particular case on which the French courts decided that, in accordance with the national law, English municipal law should be applied after rejection of the *renvoi*.

Barclay, Baerlein & Mordan.
37 Rue des Mathurins,
Paris.
10th February.

Books Received.

Ministry of Health. Annual Local Taxation Returns, England and Wales. 1927-28. Part 1. Statement showing the rate moneys and other moneys expended and received during the financial year ended 31st March, 1928, by Poor Law Authorities. 1929. pp. 77. H.M. Stationery Office, Ltd. 5s. net.

The Lawyer and Banker and Central Law Journal. New Series. Vol. XXII. November–December, 1929. No. 6. The Lawyers and Bankers' Company, 921–27, Lafayette Street, New Orleans, La. 75c.

The Law Quarterly Review. Vol. XLVI. No. 181. January. 1930. London: Stevens & Sons, Ltd. 6s. net.

The Minnesota Law Review. Journal of the State Bar Association. Vol. 14. No. 1. December, 1929. Minnesota Law Review, Minneapolis, Minn. 60c.

A UNIVERSAL APPEAL.

To Lawyers: For a Postcard or a Guinea for a Model Form of Bequest to the Hospital for Epilepsy and Paralysis, Maida Vale, W.9.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Purchase by Trustee from Self & Co., Trustees—Mistake as to Parcels—Estoppel.

Q. 1838. A, B, C and D (three brothers and a sister) hold certain property on the statutory trusts for sale. A, B, C act by one solicitor, and D is separately represented. The property is offered for sale. The particulars and conditions of sale were prepared by the solicitors to A, B and C, who hold the deeds, and were not submitted to D's solicitors. Lot 1 consisted of (1) a leasehold plot of land with the shop and cottages erected thereon, and (2) "All that plot of land situate at the rear of and adjoining the last-mentioned plot of land now in the occupation of the tenant of the said shop and cottage." The land secondly described has been acquired by adverse possession and sold as freehold. On it was erected permanent buildings, stable, etc., occupied and let with the shop and cottage. Since the sale it has transpired that another strip of land adjoining the secondly described plot (but not adjoining the leasehold plot) was also occupied by the tenant of the shop and cottage and used as a store-yard, for which the tenant paid a rental of 10s. per annum to the owner, a stranger. D buys Lot 1, and before completion ascertains from the shop tenant that this rent of 10s. is payable for the store-yard and now claims that he bought in the belief that the land forming the store-yard was freehold and was ignorant of the payment of the 10s. He is a member of the family who formerly lived at the shop, though possibly the store-yard was not then occupied with it. He executed the assignment of the property —from his deceased father—to A, B, C and himself. His solicitors approved the advertisement of sale and attended the sale. Can D in these circumstances—joint vendor as well as purchaser—be now heard to say that he was mistaken, or is he estopped? Apparently one of the vendors (not D) knew of the payment of 10s., but no mention of this was made at the sale. Does this affect the issue?

A. The circumstances are so unusual one would not expect to find an authority directly in point. Although the point is not set out clearly, it is assumed that D was under the impression that the store-yard was included in the absurdly inadequately defined plot of land (No. (2) in the query). *Primâ facie*, an owner or one of joint owners is supposed to know the boundaries of his property, and a seller or one of two or more joint sellers is supposed to know what property he is selling, but the agreement for the purpose of enforcement is to be construed as if made between A, B and C of the one part and D of the other part (L.P.A., 1925, s. 82). The description of the plot of land would apparently cover the part used as store-yard, and was accordingly misleading. We think under the special circumstances the position is this: If D and some one or more of A, B and C believed that the store-yard was included in the offer for sale, there was a mutual mistake which is ground for rescission. If, on the other hand, A, B and C knew what they had to offer, and D did not, D can take advantage of the misleading description as a defence to specific performance.

Will—Construction of Residuary Gift.

Q. 1889. By his will, proved in 1904, testator bequeathed £600 stock to daughter for life or until marriage, and on her death or marriage the stock to fall into residue and to be divisible accordingly. Testator devised the whole of the residue to all his children living at his decease in equal shares, but two-thirds of daughter's share of residue to be invested and on her death such fund was to be divided equally among his children or their issue living at his daughter's decease. There were four children living at the death of the testator. The daughter has recently died unmarried. There was one child and the issue of another child living at the death of the daughter. What is the correct division of the £600 stock? Should it be divided into four parts, and, if so, should two-thirds of such one-fourth form part of the daughter's trust fund, and be divisible accordingly? Should the daughter's estate take any share in the £600 stock?

A. The opinion is given that the £600 stock must be treated in exactly the same way as the remainder of the residue. Suppose the daughter had married, the testator would surely have intended that the provision as to settlement of two-thirds of daughter's share should have applied to her share of the stock. The daughter's estate would take one-third of a quarter of the stock.

Too much reliance must not, however, be placed on this opinion as there may be other provisions in the will which would affect a decision.

The trustees would certainly be justified in taking counsel's opinion as to whether there was any necessity to go to the court.

Easement—Contract for—Part Performance.

Q. 1840. A purchases a plot of land on a private estate (having main drainage) and builds a dwelling-house thereon, and pays a sum of £20 demanded by the estate owner to enable A to connect the drains of his house with the estate sewer. Soon after A takes possession of the house the estate owner or his agents demand a drainage charge. There is no evidence by covenant or condition in the conveyance of the land or other outside agreement between the parties throwing any obligation upon A to pay any such charge, or authority for the estate owner to create or demand the same. I am in grave doubt, but inclined to the view that the estate owner, in connecting or allowing A to connect his drains to the estate sewer for the consideration of the payment of £20, granted to A a full and free right of user thereof. Be good enough to advise me—

(1) Is A within his rights in repudiating all liability for this drainage charge and refusing to pay same?

(2) Whether the estate owner could (as he has threatened in default of payment by A) disconnect A's drains from the sewer, or would he merely have a right of action (if at all) to recover the amount demanded?

(3) Could the estate owner successfully contend that as a right or easement for the use of the estate sewer was not expressly granted or conveyed to A, he (A) is not legally entitled thereto, and, therefore, enforce A to enter into an agreement, upon terms to be agreed, for the service or use of the estate sewer?

A. The query is lacking in certain details such as whether the estate owner was the vendor. The questions may, however, be answered generally by saying that the whole question is one of contract. There having been part performance, the estate owner can be compelled to make a grant of a legal easement (see *Devonshire, Duke of*, v. *Eglin* (1851), 14 Beav. 530, and *McManus* v. *Cooke* (1887), 35 Ch. D. 173). Whether the grant would be subject to payment of an annual drainage charge depends on whether that was one of the terms of the contract. There must have been something said or written, or it may be there are published terms upon which the estate owner allows a drain to be laid under his land of which A must be presumed to have notice. It is all a question of evidence.

Undivided Share in Leaseholds—Merger in Reversion Vested Solely in Survivor of Joint Leaseholders.

Q. 1841. In 1920 J and his mother, E, purchased a leasehold cottage, No. 2, X Street, for £200. The £200 was provided by them in equal shares and the assignment was to them "as tenants in common in equal shares." In 1924 the freehold reversion in the cottage was for sale; and J (alone) became the purchaser; the conveyance to him was, of course, subject to the lease. In September, 1928, E, being in want of money, agreed to sell her share in the cottage to J; and the latter without taking legal advice paid his mother £100 and took her receipt in the following form: "Received of my son J the sum of £100 on the house No. 2 X Street.—(Signed) E. J." E, the mother, died intestate in January last; she left no estate, so that no grant of representation has been applied for. J has now, before consulting me, contracted to sell the cottage as freehold; but the purchaser's solicitor contends that the leasehold interest is still outstanding. The lease, of course, vested on the passing of the L.P.A., 1925, in J and his mother as trustees for sale under Sched. I, Pt. IV, and since the mother's death J is sole trustee, and if his purchase of his mother's share in the proceeds of sale is sufficiently proved by her receipt he is now solely beneficially entitled, and merger would, I take it, be established.

A. Although it is true that an informal document such as an agreement, coupled with payment of the consideration money, may be sufficient to pass an equitable interest, it is not considered that the purchaser in the present case can be compelled to accept the title.

No one could seriously put forward the document quoted as evidence of a sale. If it is evidence of anything, it is evidence of a loan on the security of the house.

There appears to be nothing for it but the appointment of an additional trustee of the leasehold interest and apportionment of the purchase money.

Notes of Cases.

Court of Appeal.

In re Walker; Walker *v.* Walker.

Lord Hanworth, M.R., Lawrence and Romer, L.JJ. 24th January.

Will — Construction — Words importing Futurity — Testator's Gift to Children of Child who "shall die"—Children of Child dead at Date of Will excluded.

Adjourned summons. A testator directed that after the death of his wife his residuary estate should be distributed amongst his children, and continued: "Provided nevertheless in case any child of mine shall die in my lifetime leaving issue living at my death such issue shall stand in place of such deceased child and shall take equally between them if more than one the share of my residuary estate which such deceased child of mine would have taken if he or she had survived me." A few days before the date of the will B.C., one of the testator's sons, had died, leaving a daughter H. The testator knew of B.C.'s death. Upon this summons being taken out to ascertain whether H. was entitled to share in the residuary gift, Eve, J., held that she was not. She appealed. The court dismissed the appeal.

Lord Hanworth, M.R., said that the words "shall die" imported futurity, and it was difficult to include children dead at the date of the will, so as to make the words equivalent to "shall have died," or "shall be dead." In *Loring* v. *Thomas* (1861), 1 Drew. & Sm. 497, which was the root authority, the issue of a child dead at the date of the will was held entitled to share, but in that case there was a context which enabled the court so to hold. In *Cope, In re; Cross* v. *Cross* [1908] 2 Ch. 1, however, there was no such context, and so the Court of Appeal gave the words of futurity their plain meaning. That case was binding on the present court, and therefore, as B.C. was already dead at the date of the will, he could not be a child that "shall die," and H. was excluded from the gift.

Lawrence and Romer, L.JJ., delivered judgments to like effect.

Counsel: *Gover*, K.C., and *G. D. Johnston*, for the appellant; *Baden Fuller*, for the respondents, the beneficiaries, was not called upon.

Solicitors: *George A. Herbert*, Agent for *Brooke & Dyer*, Leeds, for appellant; *Gibson & Weldon*, Agents for *T. W. Weldon*, Leeds, for respondents.

[Reported by G. T. Whitfield-Hayes, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Attorney-General *v.* Walkergate Press Ltd. Same *v.* Bloomfield. Same *v.* Carlton.

Horridge, J., and a Special Jury. 14th January.

Gaming — Lottery Scheme — Limited Company — Joint Liability of Directors—Lotteries Act, 1823, 4 Geo. 4, c. 60.

In these informations the Attorney-General claimed penalties for alleged breaches of the Lotteries Act, 1823. The defendants Bloomfield and Carlton were both directors of the defendant company which carried on a printing business, and in January and February, 1929, advertisements appeared in certain sporting newspapers relating to money-making football coupons, samples of which could be obtained from the defendant company. The jury found that the nature of the scheme published by the defendants was a proposal or scheme for a lottery. Questions of law then arose as to the liability of a limited company to penalties under s. 41 of the Lotteries Act, 1823, and whether the other two defendants were personally liable.

Horridge, J., said that s. 41 dealt with "person or persons" in one clause and provided two different sets of punishment, one in the form of penalties and the other in the form of the offender being declared a rogue and vagabond. It had been held (*Hawke* v. *Hulton* [1909] 2 K.B. 93), that the word "person," when construing s. 41 in a case where criminal proceedings had been taken, could not be said to include a corporate body. To decide in favour of the Crown on that point he would have to put two different meanings on the words "person or persons" in the same section. In his opinion s. 41, on its true construction, was not available against a limited company. As regarded the other two defendants, they had issued the proposals jointly with the company, and they were liable to penalties, but in his opinion they were not liable for more than one penalty between them. Judgment for the defendant company, with costs; and for the Crown against the directors for £600, with costs.

Counsel: *The Attorney-General* (Sir William Jowitt, K.C.), and *Giveen*, for the Crown; *Gilbert Beyfus*, for the defendants.

Solicitors: *The Treasury Solicitors; G. A. Herbert*, for *Arthur Willey, Hargrave & Co.*, Leeds.

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Ex parte The Royal Academy of Dramatic Art.

Talbot, Charles, JJ. 24th January.

Rating—Claim to Exemption—Dramatic Art—Whether a Fine Art.

Rule *nisi* for *mandamus* on the *ex parte* application of the Royal Academy of Dramatic Art, calling on the justices of the County of London, Quarter Sessions, to hear and determine an application by the society made under the Scientific Societies Act, 1843. The society claimed that under the Act premises belonging to them were exempt from rating on the

ground that they were a society instituted exclusively for the purposes of literature or one of the fine arts. In the present case the Registrar of Friendly Societies, by whom a certificate of exemption from rates under the Act of 1843 could be issued, had refused his certificate on the ground that dramatic art was not a fine art. On an application to them the Quarter Sessions refused to consider the matter, holding that the provisions of the Local Government Act, 1888, deprived them of jurisdiction on the ground that that Act transferred to county councils the "administrative business" in respect of the registration of rules of scientific societies.

THE COURT granted the rule applied for.

COUNSEL: *Sir Reginald Mitchell Banks*, K.C., and *Eric Sachs*, supported the rule.

SOLICITORS: *Charles Russell and Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Chancery of Lancashire.

Lewis and Barder *v.* Piczenick.

Vice-Chancellor Sir Courthope Wilson, K.C. 12th, 13th, 18th, 19th December, 1929; 15-18th, 21st, 22nd January, 1930.

BUSINESS IN SON'S NAME — ADVANCEMENT — COSTS OF ADMINISTRATION ACTION.

This action was brought by Bessie Lewis and Fanny Barder (both married women) against their brothers, Joseph and Charles Piczenick, with regard to the estate of their father, Jacob Piczenick, to which the defendants had taken out letters of administration. The plaintiffs alleged that their father, at the date of his death, in May, 1923, was the proprietor of a cloth merchant's business, carried on by him at his house, 165, Bury New Road, Manchester, with the assistance of the defendants and his other unmarried children who all lived with him. The plaintiffs also said that Joseph had taken possession of a sum of £20,000 in cash alleged to have been found in his father's bedroom after his death. At the trial it was found that the only bank account relating to the business at all times stood in the name of Joseph Piczenick, and that all cheques were signed by him; that the name of Joseph Piczenick was given to customers as the name of the firm, and appeared over the door of the business premises, which stood in Joseph's name, as well as the insurance policies on the stock-in-trade. There was no registration in Jacob Piczenick's name under the Business Names Act. The plaintiffs, however, produced evidence of their father having had apparent control of the business and having expended sums which were only consistent with his having taken the profits.

THE VICE-CHANCELLOR said that he thought the proper conclusion to be drawn from the evidence was that the deceased had put the business in his son's name with the intention of advancing him, and that the receipt of profits by the father did not prove that the son was merely a trustee. He referred to the judgment of the Privy Council in *Commissioner of Stamp Duties* v. *Byrnes* [1911] A.C. 386, quoting the passage at p. 392. There was no sufficient evidence before the court on which he could make any order with regard to the alleged hidden money. There would, however, be an order for the administration of the estate by the court, and the costs of all parties would be allowed out of the estate.

COUNSEL: *Hemmerde*, K.C., *N. Laski* and *C. Gandy*; *Atkinson*, K.C., and *J. Bennett*.

SOLICITORS: *Sam Linder, Myers & Co.*; *Field, Cunningham and Co.*

[Reported by T. C. OWTRAM, Esq., Barrister-at-Law.]

LORD MACMILLAN.

Lord Macmillan, the new Lord of Appeal in Ordinary, took his seat for the first time on the 6th inst., as a member of the Judicial Committee of the Privy Council.

In Parliament.

Progress of Bills.

House of Lords.

Unemployment Insurance (No. 2) Bill. Royal Assent. [6th February.

House of Commons.

Hairdressers' and Barbers' Bill. Read a Second Time. [6th February.
Omnibuses Bill. Read a Second Time. [7th February.
Poor Law Bill. Read a Second Time. [12th February.

Questions to Ministers.

LAPSED ASSURANCE POLICIES.

Mr. KELLY asked the President of the Board of Trade if his attention has been directed to the number of policies lapsed by assurance companies through the poverty of the holders preventing continuance of the payment of the premium; and, if so, what steps have been taken to deal with the hardship this loss creates?

Mr. PETHWICK-LAWRENCE: Under the Industrial Assurance Act, 1923, s. 24, free policies, or in some cases surrender values, can be obtained on forfeiture of policies on which premiums have been paid for the periods stated in the section, and under the Industrial Assurance and Friendly Societies Act, 1929, free policies or surrender values can be claimed on certain endowment policies, after one year's premiums have been paid. In accordance with the 1929 Act printed information as to the rights of policy-holders under that Act has been circulated. I am considering whether it is possible to take any further steps to direct attention of policy-holders to their rights in the matter.

Societies.

United Law Society.

A meeting of the Society was held in the Middle Temple Common Room on Monday, the 10th inst., Mr. E. H. Pearce in the chair. Mr. C. C. Ross proposed "That in the opinion of this house, there should be no further interference by the State in industry." The Hon. D. Meston opposed. There also spoke Messrs. Samuels, Ball, Palmer, Shanly and Stevens. The opener having replied, the motion was put to the house, when there voted for the motion, five; against, eight. The motion was therefore lost by three votes.

Law Students' Debating Society.

At a meeting of the society held at the Law Society's Hall, on Tuesday, the 4th inst. (chairman, Mr. E. G. M. Fletcher), the subject for debate was: "That this House deplores the decision of the House of Lords in the case of *Ross* v. *Ellison*, or *Ross*, 1930, A.C. 1: (*a*) on the question of domicile, and (*b*) on the question of adultery."

Mr. J. H. G. Buller opened in the affirmative; Mr. M. M. Trackman seconded in the affirmative. Mr. T. M. Jessup opened in the negative; Mr. R. W. Rye seconded in the negative.

The following members also spoke: Messrs. C. C. Ross, Peter Anderson, G. F. Littler, E. J. C. Brown, J. C. Christian-Edwards, J. J. Davies and G. Roberts.

The opener having replied, and the chairman having summed up, the first part of the motion was lost by eight votes, and the second part of the motion was lost by four votes. There were twenty-one members and one visitor present.

On Tuesday, the 11th inst., a joint debate was held with the Lyceum Debating Society at the Lyceum Club. The subject for debate was: "That the habitual reading of light fiction is a form of mental doping and is to be deplored."

Mr. Peter Anderson opened in the affirmative; Mr. C. C. Ross seconded in the affirmative. Miss Stewart opened in the negative; Mrs. Duncan seconded in the negative.

The following members of the Law Students Society also spoke: Messrs. C. F. S. Spurrell, H. J. Baxter, P. H. North-Lewis, G. Roberts, E. J. Cope Brown, J. C. Christian-Edwards, J. F. Ginnett and S. Lincoln.

The opposer and the opener having replied, the motion was carried by twenty-three votes. There were sixty-five members of the respective societies present.

The Law Society.

POOR PERSONS PROCEDURE.

REPORT FOR THE PERIOD 31ST DECEMBER, 1928, TO 31ST DECEMBER, 1929.

The Law Society and the Provincial Law Societies entered upon the duties which they had offered to undertake on the 6th April, 1926, and have therefore been in charge of the Poor Persons Procedure for a period of three years and eight months.

Three reports as to the progress of the work have been issued. The first report dealt with the period 6th April, 1926, to 31st October, 1926, the second covered the period 1st November, 1926, to 31st December, 1927, and the third covered the whole of the year 1928.

In the last report it was recorded that the Council of The Law Society had assumed responsibility for the Law Courts staff of the former Poor Persons Department under an arrangement by which a Treasury grant was to be made to cover the expenses, and that the new arrangement had come into force on the 31st March, 1928.

The arrangement has continued during the past year, and it is hoped that it will be permanent. There were still pending at the beginning of 1929 a certain number of cases under the old rules, but they have now almost ceased to exist.

The increase in the number of new applications and the material increase in the volume of correspondence at the Law Courts' office have rendered impossible any further reduction in the staff there.

1.—PROGRESS OF THE WORK.

The progress of the work during the year under review may be regarded as even more satisfactory than in the previous year. The results confirm the Council in their original view that they were justified in accepting, on behalf of the profession, the whole responsibility for the administration of the procedure.

The simplicity of the procedure facilitates applications, and permits of their rapid consideration by the reporting committees. The conducting solicitors are free to deal with the cases without interference, and are assured that their out-of-pocket expenses will be reimbursed without delay.

The real cause, however, for the entirely satisfactory progress of the work throughout the three years is the loyal service of the voluntary committees and of the conducting solicitors, and the zeal and energy of the honorary secretaries.

Included as an appendix to this report are individual reports from each of the centres at which the Committees meet. Last year, it was found convenient and useful to append a note to each report dealing with specific matters of special interest. On the present occasion, however, the reports are so consistently satisfactory, and disclose so few questions of difficulty, that it seems unnecessary to do more than publish them almost without comment. They record four main facts, namely, that the applications have been dealt with expeditiously and effectively by the Committees, that adequate assistance has been forthcoming from the conducting solicitors, that the cases have been conducted expeditiously and successfully, and that really deserving persons have been assisted.

The reports show also that to a considerable extent the honorary secretaries and solicitors have not limited assistance merely to receiving and considering applications under the rules, but have given legal advice generally to poor persons when and where it has been asked for, even in some cases to the extent of conducting cases gratuitously in the local courts.

Particular attention might, perhaps, be directed to the reports from the Merthyr Tydfil and the Newcastle-upon-Tyne areas, where it is stated that the assistance given has been specially appreciated during the prolonged depression in trade and the extensive unemployment.

There are now eighty-four provincial committees, as against eighty-three in the year 1928. An additional committee has been constituted at Hastings and another is being formed at Worthing.

Considerable help has been given again during the past year by the Scottish Law Agents' Society, and their secretary, Mr. Alexander B. Barty, of Dunblane, and the Council desire to thank them for their co-operation, and for the prompt manner in which service of process and inquiries in Scotland have been effected. They desire also to thank the various solicitors in Scotland who have acted gratuitously in these matters. Various Legal Aid Societies in the United States of America, and societies and individuals in the Dominions and in the Colonies, and in foreign countries, have also assisted gratuitously, and the Council desire to record their thanks for such services.

Assistance of the nature referred to has been willingly reciprocated whenever possible.

The Council would emphasise again the fact that the success of the work depends upon all solicitors taking a fair share of the cases, in which event the individual burden is comparatively small, whilst those solicitors who do not undertake some of these cases are throwing an undue burden upon their professional brethren. Unfortunately there are still many solicitors who have as yet failed to appreciate the fairness of taking their share of the work which the profession as a whole have taken upon themselves.

2.—APPLICATIONS.

(*a*) *London.*

At the commencement of the year 1929 there were pending in London 140 applications, and during that year 1,921 new London applications were received, making a total for London of 2,061 applications. Of these applications 864 were granted, 744 refused, and 337 were otherwise disposed of, leaving 116 remaining to be dealt with at the end of the year.

The figures for London show a moderate increase over those for the year 1928. The number granted is 122 more than for last year.

Approximately 68 per cent. of the London applications relate to matrimonial cases as against 66 per cent. for the year 1928.

(*b*) *Provincial.*

The Provincial figures for 1929 are not yet available.

The figures for 1928 are as follows :—

Pending at the commencement of the year	685
Received during the year	2,719
Granted	1,358
Refused	814
Otherwise dealt with	481
Pending at the end of the year	751

(*c*) *London and Provincial.*

Four thousand four hundred and eleven applications were disposed of in London and the Provinces in the year 1928 as against 3,975 in the year 1927.

3.—PROCEEDINGS.

At the beginning of 1928 there were 1,322 cases awaiting trial and during that year 1,533 actions or matters were entered in London and the Provinces. During 1928 1,664 actions or matters were dealt with, of which 1,548 were successful, sixty-seven unsuccessful, and forty-nine were abandoned or struck out, leaving 1,191 pending at the beginning of the year 1929.

More poor persons were successful in 1928 than in 1927, but the total number of cases was slightly less in 1928 than in 1927.

The figures for 1929 are not yet available.

Since June of 1914 when the original Poor Persons Scheme came into force nearly 18,000 poor persons' cases have been entered for trial. The figures are taken from 1914, but it must be remembered that, although the control of the Scheme was not in the hands of The Law Society at that time, the whole of the conducting was done voluntarily by the Legal Profession.

To show the value of the work done it may be interesting to mention two cases. One in the Chancery Division, which had two trials of about five days each before a judge, went to the Court of Appeal and ultimately to the House of Lords *in forma pauperis*. Another case in the King's Bench Division had three trials of about five days each before a judge and jury. The Chancery case was successful, but the King's Bench case was unsuccesful.

4.—MEETINGS OF THE COMMITTEES.

The London Committee now consists of fifty members sitting in nine divisions.

The members of the Committee in London have sat in rotation once a week throughout the year and have dealt with 2,828 matters.

The eighty-four Provincial Committees have met regularly and dealt with the cases as they have arisen.

The cases dealt with by the London Committee include 126 from outside the London area.

The appointment of every member of each Committee has received the signed approval of the Lord Chancellor, every name being submitted to him at the time of appointment.

5.—MISCELLANEOUS.

It will be remembered that in the Annual Report for 1928, particular reference was made to the desirability, as far as possible, of increasing the number of towns at which divorce business might be taken, and the number of District Registries in which proceedings by poor persons might be commenced.

It was pointed out that the congestion which had occurred in London under the old rules, at a time when none of the District Registries or Assize towns had had jurisdiction in divorce, had to some extent been transferred to the limited

number of provincial centres then possessing jurisdiction. The reason for this had been that the solicitors in the centres having jurisdiction had been called upon to act not merely directly for the poor litigants in their own areas, but also as agents for solicitors in the surrounding areas. It was mentioned also that the Lord Chancellor had promised, as soon as possible, to consider the possibility of extending the centres having jurisdiction.

Acting upon this promise, the then Lord Chancellor, Lord Hailsham, on the 31st March, 1929, appointed a Departmental Committee to consider the whole subject, under the chairmanship of Sir Claud Schuster.

The Committee issued their report on the 25th July, 1929, and recommended that extended jurisdiction should be given to the following additional district registries and assize towns throughout England and Wales:—

District Registries.

Bradford.	Maidstone.
Caernarvon.	Newport (Mon).
Cambridge.	Preston.
Carmarthen.	Shrewsbury.
Chester.	Stockton-on-Tees.
Gloucester.	Taunton.
Hull.	Truro.
Lincoln.	

Assize Towns.

Bodmin.	Ipswich (excluding Bury St. Edmunds).
Caernarvon.	Lincoln.
Carmarthen.	Monmouth.
Gloucester.	Shrewsbury.

The Committee stated that, while they considered that these extensions would fulfil all reasonable requirements for the time being, there were still certain areas at a considerable distance from places of trial, and that, while at the moment the volume of divorce work in those areas was not sufficiently large to make a recommendation necessary, the need for their review might arise at some future date.

Rules to give effect to the recommendations of the Committee were made on the 6th December, 1929, and have been postponed in their operation until the 1st April, 1930.

A perusal of the reports from the Provincial Committees will show that they have received encouragement from the issue of the Departmental Committee's report, and are looking forward to a considerable measure of relief as soon as the recommendations of that report come into operation.

Street accidents, and injuries caused from such accidents, are frequently the subject of applications and in connexion with such cases police evidence is required. The Council requested the Home Secretary to arrange that, where evidence is required from the officers of the Commissioner of Police and other Metropolitan officers by poor persons known to have been admitted under the Poor Persons Rules, no expenses should be claimed, or conduct money accepted, beyond out-of-pocket expenses. The Home Secretary considered the request sympathetically, and gave instructions accordingly. Subsequently he informed the chief officers of police in England and Wales of the order issued to the Metropolitan Police Officers, and recommended the adoption of a similar practice in any cases affecting their officers.

The Association of Municipal Corporations also have advised local authorities to make some reduction in fees payable to official witnesses in poor persons' cases, provided that every possible protection is afforded against public officers being called unnecessarily. The Council have expressed their thanks to the Association for their very considerate intervention.

Every possible precaution is taken by the various Committees to ensure that only deserving persons are assisted. All applications are the subject of statutory declaration and it is essential that the Committee should satisfy themselves in each case that the applicant's means are not sufficient to enable him or her to pay for legal advice. During the year under review, an applicant who had stated falsely that his income was within the prescribed limits was prosecuted to conviction.

In previous reports reference has been made to the fact that, in some areas, certain reluctance was shown by solicitors to conduct cases. This was due no doubt, to the fact that the work, to a large extent, consists of divorce cases. It will be observed from the reports in the appendix that to a considerable degree this reluctance has been overcome, and that a book of Notes on the Conduct of Divorce Cases, which has been circulated to conducting solicitors, has proved of great assistance.

A considerable number of cases under the old rules has been dealt with and 400 payments amounting to £1,172 have been made out of the balance of the deposits in hand.

During the year poor person litigants in London alone have recovered either on judgment or by way of settlement of their actions a sum totalling over £10,200, as against about £10,000 in the year 1928.

Grateful letters from applicants are received in increasing numbers.

Correspondence in the London office is still increasing as the following figures show:—

Year.	Letters Read.	Letters Despatched.
1926	10,083	11,784
1927	12,834	19,313
1928	15,912	22,655
1929	17,407	23,834

6.—FINANCE.

In the last report it was stated that on the 31st March, 1929, there would be a balance in hand of £466 5s. over the expenditure for administrative expenses of the year 1928–29, and that, in addition to this balance, a sum of approximately £5,105 15s. would be required to meet the complete administration expenses between 31st March, 1929, and 31st March, 1930, in London and the Provinces, and that a Treasury grant of £5,000 had been arranged for.

The balance actually shown on the 31st March, 1929, was £482 19s. which, added to the Treasury grant of £5,000 and certain deposit interest, provided a total sum of £5,607 14s. 5d. for the year ending 31st March, 1930.

As a result of inquiries from the various centres, it is estimated that the administration expenses for the year ending 31st March, 1930, will be, for London £2,566 and for the Provinces £3,198, making a total of £5,764. It is estimated also that the administration expenses for the year ending 31st March, 1931, will amount to £5,711. The Treasury, therefore, have been requested to estimate for a sum of £5,500 for that year.

It is necessary only to mention that these administrative expenses are required purely for clerical assistance and actual office out-of-pockets for postage, stationery, and such like, and that, so far as the Provinces are concerned, every secretary does his work entirely as an honorary service. With regard to the staff in London, it was taken over from the Treasury and is paid from the Treasury grant.

In conclusion, the Council once again desire to tender their most grateful thanks to all those solicitors who by the conduct of cases or by attending the Committees have brought about what is now the undoubted success of the scheme. The Council desire also gratefully to acknowledge the services of those barristers who have represented poor persons in court or accepted instructions on their behalf.

The following statement, taken from the Report of the Departmental Committee already referred to, indicates that the work has not been allowed to go unappreciated by those best fitted to judge its value.

"We have had the opportunity in the course of our investigations of considering the operation of Poor Persons Procedure from the aspect of the various parties and professions upon whom the burden has fallen of carrying through this work gratuitously, and we have been much impressed with the way in which the Scheme is being worked.

"Whilst we recognise the generosity of the contribution made by the Bar to its success, we feel bound to place on record the heavy and difficult part of the task which falls upon the solicitors' branch of the profession. Solicitors have to deal with cases of a nature and character which are often foreign to their normal practice, and frequently distasteful to them; they have to interview and work with clients who are not only often difficult, but also more exacting than a client who pays for the work done; they have to cope with the difficulties of distance and of agency work. All this work is being done for no remuneration whatever—in fact, in many cases Solicitors do not receive the whole of the disbursements which they have made; they receive nothing towards the payment of their clerks' time, and the clerks must be paid whether or no the Solicitors themselves receive any remuneration.

"We have been greatly impressed by the amount of self-sacrificing and unostentatious work being done by Solicitors throughout England and Wales, and we feel that the country as a whole owes them a deep debt of gratitude for the generous co-operation which alone renders possible the successful working of the Scheme laid down in the Rules of 1925."

The Committee Reports which are appended bear out the testimony of the Departmental Committee, and it is hoped that they will receive from every reader of this Report the careful perusal which they so greatly merit. They are set out in alphabetical order of the name of the county, city or town, from which they have been received. They show that the good work undertaken, at first with, perhaps, some trepidation, and continued with gradually increasing confidence, has been carried on during the past year with almost complete success. They bear out the belief held by those who in 1925 reported

upon the old procedure that, if officialism and the circumlocution inevitably involved in it could be shaken off, and if the professional societies could be allowed to do the work in their own way, unhindered by outside regulations, they would, sooner or later, carry it to success.

It is evident from the reports now published that the profession has been inspired to realise the greatness of its opportunity, and that the confidence of those who on its behalf agreed to shoulder the burden was fully justified.

Legal Notes and News.

POWERS OF MINISTERS.

A meeting of the committee appointed by the Lord Chancellor, under the chairmanship of Lord Donoughmore, to consider the question of the powers of Ministers of the Crown, will be held in the Lord Chairman's room, House of Lords, on Wednesday, 19th inst., at 4 p.m., when Sir Maurice Gwyer, H.M. Procurator General and Solicitor to the Treasury, will give evidence. This meeting will be held in public.

NEW KING'S COUNSEL.

The King has approved, on the recommendation of the Lord Chancellor, the names of the following gentlemen for appointment to the rank of King's Counsel:—

Sir William Montagu Graham-Harrison, K.C.B., Alfred Ernest William Hazel, Harold Cooke Gutteridge, John William Fisher Beaumont, Holford Knight, Nicholas Lechmere Cunningham Macaskie, William Allen, Robert Peel, Sir Gervais Squire Chittick Rentoul, William Cleveland Cleveland-Stevens, William Francis Swords, Russell Davies, William Trevor Watson, Sir Albion Henry Herbert Richardson, Neville Jonas Laski, Walter Turner Monckton, George Justin Lynskey, and James Dickinson.

THE EXPENSE OF LITIGATION.

The expense of litigation was exemplified in an undefended case which came before Mr. Justice Rowlatt on the 12th inst.

In September, 1927, the plaintiffs, who were shopfitters, ordered from the defendant a glass shop-counter priced at £11 10s. for delivery to a customer of the plaintiffs who was opening a new shop. That fact was made known to the defendant, who promised delivery to the customer in October in time for the opening of his shop.

The defendant failed to deliver the counter till November, and the customer rejected it and sued the plaintiffs. They settled the claim for £31 10s. agreed damages, and £64 for the customer's solicitor's costs; they also paid £52 10s. for costs to their own solicitors. Those sums, together with certain charges for carriage of the rejected shop-counter, they now claimed from the defendant, and recovered judgment against him for £158 and costs.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1	Mr. JUSTICE EVE.	Mr. JUSTICE MAUGHAM.
M'nd'y, Feb. 17	Mr.*Andrews	Mr. Blaker	Mr. More	Mr.*Andrews
Tuesday .. 18	Jolly	More	*Hicks Beach	More
Wednesday. 19	Hicks Beach	Ritchie	*Andrews	*Hicks Beach
Thursday . 20	Blaker	Andrews	*More	Andrews
Friday 21	More	Jolly	Hicks Beach	*More
Saturday .. 22	Ritchie	Hicks Beach	Andrews	Hicks Beach

DATE.	Mr. JUSTICE BENNETT.	Mr. JUSTICE CLAUSON.	Mr. JUSTICE LUXMOORE.	Mr. JUSTICE FARWELL.
M'nd'y, Feb 17	Mr. Hicks Beach	Mr. Blaker	Mr. Ritchie	Mr. Jolly
Tuesday .. 18	Andrews	*Jolly	Blaker	*Ritchie
Wednesday. 19	More	Ritchie	Jolly	*Blaker
Thursday . 20	Hicks Beach	*Blaker	Ritchie	*Jolly
Friday 21	Andrews	Jolly	Blaker	*Ritchie
Saturday .. 22	More	Ritchie	Jolly	Blaker

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

The EASTER VACATION will commence on Friday, the 18th day of April, 1930, and terminate on Tuesday, the 22nd day of April, 1930, inclusive.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phones: Temple Bar 1181-2.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (6th February, 1930) 4½%. Next London Stock Exchange Settlement Thursday, 20th February, 1930.

	MIDDLE PRICE 12th Feb.	INTEREST YIELD.	YIELD WITH REDEMPTION.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	83½	4 14 3	—
Consols 2½%	54½	4 11 9	—
War Loan 5% 1929-47	101½	4 18 6	—
War Loan 4½% 1925-45	96	4 13 9	4 17 0
War Loan 4% (Tax free) 1929-42	101¾	3 18 8	3 16 6
Funding 4% Loan 1960-1990	88	4 10 11	4 11 9
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	94½	4 4 8	4 6 0
Conversion 4½% Loan 1940-44	96	4 13 9	4 17 6
Conversion 3½% Loan 1961	76½	4 11 6	—
Local Loans 3% Stock 1912 or after	62½	4 16 0	—
Bank Stock	250½	4 16 10	—
India 4½% 1950-55	83½	5 7 9	5 14 9
India 3½%	59½	5 17 8	—
India 3%	51½	5 16 6	—
Sudan 4½% 1939-73	92	4 17 10	4 19 0
Sudan 4% 1974	83	4 16 5	4 19 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years)	82½	3 12 9	4 3 3
Colonial Securities.			
Canada 3% 1938	87	3 9 0	4 16 0
Cape of Good Hope 4% 1916-36	94	4 5 1	5 0 0
Cape of Good Hope 3½% 1929-49	81	4 6 5	5 0 0
Commonwealth of Australia 5% 1945-75	89½	5 11 9	5 12 9
Gold Coast 4½% 1956	92	4 17 10	5 1 0
Jamaica 4½% 1941-71	92	4 17 10	4 19 0
Natal 4% 1937	93	4 6 0	5 4 0
New South Wales 4½% 1935-45	84½	5 6 6	6 0 6
New South Wales 5% 1945-65	88½	5 13 0	5 15 0
New Zealand 4½% 1945	92	4 17 10	5 3 6
New Zealand 5% 1946	100	5 0 0	5 0 0
Queensland 5% 1940-60	89½	5 11 9	5 14 9
South Africa 5% 1945-75	100	5 0 0	5 0 0
South Australia 5% 1945-75	87½	5 14 3	5 15 6
Tasmania 5% 1945-75	88½	5 13 0	5 14 6
Victoria 5% 1945-75	87⅜	5 14 3	5 15 6
West Australia 5% 1945-75	87½	5 14 3	5 15 6
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	61	4 18 4	—
Birmingham 5% 1946-56	101	4 19 0	4 18 6
Cardiff 5% 1945-65	100	5 0 0	5 0 0
Croydon 3% 1940-60	70	4 5 9	4 18 9
Hull 3½% 1925-55	78	4 9 9	5 0 6
Liverpool 3½% Redeemable by agreement with holders or by purchase	71	4 18 7	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	52	4 16 2	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	62	4 16 9	—
Manchester 3% on or after 1941	61	4 18 4	—
Metropolitan Water Board 3% 'A' 1963-2003	62½	4 16 0	—
Metropolitan Water Board 3% 'B' 1934-2003	63	4 15 3	—
Middlesex C. C. 3½% 1927-47	82	4 5 4	5 1 0
Newcastle 3½% Irredeemable	70	5 0 0	—
Nottingham 3% Irredeemable	61	4 18 4	—
Stockton 5% 1946-66	99	5 1 0	5 1 6
Wolverhampton 5% 1946-56	100	5 0 0	5 0 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	79	5 1 3	—
Gt. Western Rly. 5% Rent Charge	96	5 4 2	—
Gt. Western Rly. 5% Preference	92	5 8 8	—
L. & N. E. Rly. 4% Debenture	76	5 5 3	—
L. & N. E. Rly. 4% 1st Guaranteed	73	5 9 7	—
L. & N. E. Rly. 4% 1st Preference	69	5 15 11	—
L. Mid. & Scot. Rly. 4% Debenture	77	5 3 11	—
L. Mid. & Scot. Rly. 4% Guaranteed	76½	5 4 7	—
L. Mid. & Scot. Rly. 4% Preference	72	5 11 1	—
Southern Railway 4% Debenture	77	5 3 11	—
Southern Railway 5% Guaranteed	96	5 4 2	—
Southern Railway 5% Preference	90½	5 10 6	—

SOLICITOR (33), Welsh speaking, now conducting own practice in small provincial town, would consider taking up a salaried appointment in a larger sphere, where a provincial experience of conveyancing and probate work would prove of utility; could arrange to be available at short notice.—Box 195, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG Solicitor undertakes drafting accounts, looking up points, etc., for busy solicitors in return for small charge.—"E.," Box 275, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (2nd Class Honours), with over 30 years' continuous experience in conveyancing, trust and probate work, willing to assist Solicitors by post.—"S." Box 312, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR with nearly 20 years' experience in conveyancing, assists busy solicitors in perusing titles, drawing conveyances and other documents, etc., by post.—Box 307, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (26), Public School, admitted October, 1929. Experienced in conveyancing and probate work, desires position as assistant solicitor or clerk in a conveyancing office, preferably in London. Salary by arrangement.—Box 304, Solicitors' Journal, 29, Breams-buildings, E.C.4.

EX-OFFICERS AND OTHER RANKS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION, OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone: Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion and the name of this paper.

AGE 32, Public School, unmarried, thorough knowledge accounts, typing, tactful, experienced forestry; 8 years in East; good organiser; excellent physique and testimonials. 9663

RETIRED Regular Army Officer, age 42, offers his services in return for small salary. Do anything, go anywhere; 1st class motorist; cavalry experience. Mons, Marne, Aisne, Ypres 1914. Dis.316

EX-OFFICER, Public School education, knowledge banking, finance, stocks and shares, accountancy and French, seeks post temporary or permanent. Dis.317

NAVAL Commander, R.N. (Retired), requires position home or abroad; steam yacht; nautical school or other suitable occupation. Good navigator. Can drive any make of car. 11570

INDIA, Burma or Straits, Rubber, Tea, Coffee or Mines. Employment wanted by experienced supervisor; Asiatic labour, has controlled large bodies of same; commended for tact, energy and getting best out of them. Dis.307

ACTIVE and intelligent Ex-Officer, excellent commercial and banking experience in South America, South Africa and on Continent, would accept any post anywhere. Good credentials; age 36. 11527

PRACTICES AND PARTNERSHIPS.

YOUNG Solicitor with growing practice in Central London wishes to meet another solicitor (preferably fairly young) similarly placed, with a view to mutual assistance, expansion, and, if congenial, later amalgamation.—Box 335, Solicitors' Journal, 29, Breams-buildings, E.C.4.

PARTNERSHIP available in old-established Conveyancing Practice, small market town, South Coast. Scope for expansion by suitable vigorous man, public school, articled in provinces, fond of country pursuits; must be thoroughly experienced and capable of undertaking sole charge and advocacy, if necessary. Share producing upwards of £500 will be sold in first instance.—Write fully, Box 300, Solicitors' Journal, 29, Breams-buildings, E.C.4.

FOR SALE.—Young Solicitor required to take over small general practice in Kent. London 10 miles. Advocacy and private means essential. Easy terms for suitable man.—Box 294, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (35), M.A., Oxon, Commissioner for Oaths, desires partnership in old-established Conveyancing and General Country Practice; preferably in Chester or neighbouring counties. Wide experience in conveyancing, trust and family business and general practice. Able to introduce business; necessary capital available.—Box 246, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, practising own account, desires to purchase established progressive Conveyancing and General Practice producing average net profit £1,000 per annum in London.—Box 124, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR desires to purchase old-established general and conveyancing practice in or near London showing substantial profits; or early succession.—Box 99, Solicitors' Journal, 29, Breams-buildings, E.C.4.

ARTICLED CLERKS, &c.

VACANCY in newly-established Manchester office for energetic articled clerk; personal supervision and tuition assured; premium essential.—Box 314, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, with busy and growing general practice, has vacancy for Articled Clerk. Personal supervision. Premium required, part returned.—Apply, Box 146, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR, general practice and clerk to local authority in growing South Coast town, has vacancy for articled clerk. Public school man preferred. Good prospects for suitable man used to country life.—Box No. 87, Solicitors' Journal, 29, Breams-bldgs., E.C.4.

OFFICES.

TO LET.—Ground Floor Offices (three) and basement, Bedford-row District.—Apply Box 330, Solicitors' Journal, 29, Breams-buildings, E.C.4.

LONDON WALL.—Offices, entire building Suitable for solicitors, accountants, auctioneers, etc. To be let on lease. Rent £500.—Apply Weatherall and Green, 22, Chancery-lane, W.C.

CHANCERY-LANE (Nos. 88-90).—A very well-lighted suite of six good rooms to let at moderate inclusive rent. Lift, uniformed porters, and etc.—For particulars apply W. R. Vaughan, 47, Grosvenor-street, W.1, or Housekeeper on premises.

INVESTMENTS.

SEMI-GROUND Rent secured on Shop Property for Sale to pay 6½%, secured by new building. Price for the freehold investment £7,000. Excellent position and lessee.—Apply Hillier, Parker, May & Rowden, 27, Maddox-street, W.1.

SECURE Shop Investment, paying over 8 per cent. Grand main road position on the wonderful L.C.C. Estate, Burnt Oak, N.W. Capital shop fitted handsome shop front, let to Baker and Confectioner doing a huge turnover. Spacious and soundly constructed brick-built bakery at rear, recently erected at cost of over £500. Good upper part of two floors over shop. Let on full repairing and insuring lease at £325 p.a. L.C.C. Lease 99 years. Ground rent £25 p.a. Price £3,600 for quick sale.—Leslie Raymond, F.S.I., F.A.I., 24/25, The Mall, Edgware, N.W.

F.G.R. FOR SALE.—Well-secured Freehold Ground rents, Newport, Mon., £550 p.a.—Apply Box 302, Solicitors' Journal, 29, Breams-buildings, E.C.4.

INVESTIGATIONS.

ENQUIRIES and INVESTIGATIONS.—John Conquest, 36 Great James-street, Bedford-row, W.C.1 (Holborn 3866). Established 1899.

EDUCATIONAL.

ONGAR SCHOOL, ESSEX.

Founded 1811. Twenty miles London. Central heating throughout; extensive playing fields; own Dairy and Farm (400 acres), swimming bath, cadet corps, gymnasium, science laboratory; graduate staff; scholarships. Preparation for universities, professions or business. Recognised as efficient by Board of Education.

Headmaster: B. J. Ward, M.A., LL.B.

ALSO

BOWES COLLEGE FOR GIRLS, ONGAR.

Thorough education; preparation any career; careful training; home-like surroundings. Extensive grounds and gardens; covered swimming bath, gymnasium. All games. Gravel soil.

Headmistress: Miss E. M. MacDonald, B.A.

The above schools are quite separate establishments. Fees moderate. Special reductions for brothers and sisters. For prospectus of either school apply to Principals.
Mr. and Mrs. Percival Bingley, Ongar.

MISCELLANEOUS.

TO GUARDIANS, TRUSTEES AND OTHERS.

Miss E. Tilley, S.R.N. (Addenbrookes Hospital, Cambridge (Royal Medico Psychological Association's Certificate, late matron under the London County Council, receives into her home, nerve, slight mental and epileptic cases; great success with borderland and cases of retarded development; individual attention; home atmosphere in bright and well-furnished house; motoring, etc. Doctors' and patients' references. Terms from 6 guineas per week.—Brooklands, 100, West-hill (entrance in Portinscale-road), Putney, S.W.15. Telephone Putney 5874.

DE-LUXE CRUISING

By the World's Most Delightful Cruising Liner

"ARANDORA STAR"

Cruise this Spring in the glorious sunshine of the romantic Mediterranean—to colourful lands of legend and antiquity.

March 14 to April 11. 27 days, 6,786 miles. To Spain, Corsica, Italy, Malta, Ægean Sea, Haifa (for Jerusalem), Cairo, Algeria.

April 12 to May 6. 24 days, 6,408 miles. To Spain, Tunis, Constantinople, Greece, Italy and Ægean Sea.

May 7 to May 30. 22 days, 5,816 miles. To Morocco, Sicily, Dalmatia, Venice and Algeria.

Early reservations, including for Norway and Northern Capitals in Summer, secure the choice of accommodation.

BLUE STAR LINE

3, Lower Regent Street, London, S.W.1 (Gerrard 5671), *and all Principal Tourist Agents.*
Liverpool: 10, Water Street.

FIELD & SONS,

(Established over 100 years),

CHARTERED SURVEYORS,
AUCTIONEERS, VALUERS,
LAND & ESTATE AGENTS.

AUCTION SALES at the MART MONTHLY.

OFFICES:

54, Borough High St., London Bridge, S.E.1.
Palace Chambers, Westminster, S.W.1.

LODINGTONS

15, STRAND, W.C.2.

RENT COLLECTIONS A SPECIALITY.

Exceptionally Low Charges. Prompt Settlements.
Bankers: Midland Bank. Write for Terms.

AUCTIONEERS, SURVEYORS and ESTATE AGENTS.

BEST POSITIONS IN ALL DISTRICTS — SHOPS

Telephones: REGENT 6831 REGENT 6832

ARNOLD PHILLIPS & CO.

have reserved certain dates for Sales by Auction in London. Vendors, Solicitors and Trustees having Properties for sale are respectfully invited to communicate with the Auctioneers at their Offices:

151, CHARING CROSS ROAD, W.C.2.

ESTABLISHED 1852.

DRIVERS & NORRIS,

F.A.I.,

AUCTIONEERS, VALUERS, SURVEYORS, HOUSE, ESTATE AND FACTORY AGENTS.

407, HOLLOWAY RD., N.7.

Telegrams: "Drivers, Holloway." 'Phones: North 1503, 1504 & 1131.

Telephone: Holborn 584 (3 lines).

WEATHERALL & GREEN

Surveyors, Valuers, Auctioneers, and Estate Agents,

22, CHANCERY LANE, W.C.2.

SALES BY AUCTION.

VALUERS FOR ESTATE DUTY OF REAL ESTATE AND FURNITURE.

Rating Surveyors. Compensation Valuers.
Valuers of Licensed Property.

H. E. FOSTER & CRANFIELD

'Phone: City 1296 (3 lines). 6, POULTRY, E.C.2. Telegrams: "Invariably, Stock, London."

At the LONDON AUCTION MART, E.C.4, on THURSDAY next, 20th FEBRUARY, at 2.30 p.m.

RICHMOND HILL.

Valuable Freehold and Leasehold Properties, Nos. 10, 16, and 18, MARLBOROUGH-ROAD, and 19, QUEEN'S-ROAD,

Gross rent about £1,445 per ann.; a remunerative investment. In conjunction with Messrs. CHANCELLORS, of Richmond.

SUSSEX (10 miles Eastbourne).

"WHITE FRIARS," BOREHAMSTREET. — FREEHOLD PRIVATE HOTEL. Full restaurant licence. For Sale AS A GOING CONCERN (in conjunction with Messrs. OAKDEN and CO., of Eastbourne).

EAST DULWICH.—Freehold Ground-rents £45 per ann., on 59-69 (odd) and 18-22 (even), LANDELLS-ROAD. Reversion in 48 years.

Solicitors, Messrs. Oldfields, 36-37, Queen-street, E.C.4.

PERIODICAL SALE No. 1,165.

REVERSIONS, POLICY, DEBENTURES, &c., on THURSDAY next, as above.

ABSOLUTE REVERSION on decease of life 72, to £9,700. —Solicitors, Messrs. Stephen Gateley and Sons, 25, Temple-row, Birmingham; Trustee, J. Durie Kerr, Esq. 5, Waterloo-street, Birmingham.

REVERSION on decease of life 70, to 1/9 of Freehold Property and Investments, with covering insurance.—Solicitors, Messrs. Lazarus and Son, 19, Hanover-square, W.1.

ABSOLUTE REVERSION on decease of life 77, to about £2,500.—Solicitors, Messrs. Beardall and Co., 10, George-street, Hanover-square, W.1.

ABSOLUTE REVERSION on decease of life 76, to 1/6 of Property at Eastbury, Berks.—Solicitors, Messrs. Cyril Phillips and Co., 14, Queen-street, Cheapside, E.C.4.

POLICY OF INSURANCE.

£10,000. Equity and Law Life Office. Endowment, maturing 27th November, 1942. Premium £138 6s. 8d. per quarter; bonuses £615.—Particulars of the Joint Trustees, R. F. W. Fincham, Esq., F.C.A., 3, Warwick-court, Gray's Inn, W.C., and F. S. Salaman, Esq., F.C.A. 1 and 2, Bucklersbury, E.C.

DEBENTURES.

Worthington-Simpson, Ltd.—£2,000 5% Debentures.

AUCTIONEERS' OFFICES, 6, POULTRY, E.C.2.

PERIODICAL SALES.
ESTABLISHED 1843.

H. E. FOSTER & CRANFIELD

conduct PERIODICAL SALES of
REVERSIONS (Absolute and Contingent),
LIFE INTERESTS and ANNUITIES,
LIFE POLICIES,
Shares and Debentures,
Mortgage Debts and Bonds, and
Kindred Interests,
on the FIRST and THIRD THURSDAYS in each month throughout the year, at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.

Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1296 (3 lines).

PERIODICAL PROPERTY AUCTIONS

H. E. FOSTER & CRANFIELD

beg to announce that their PROPERTY AUCTIONS will be held at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.

Vendors, solicitors and trustees having properties for sale are respectfully invited to communicate with the Auctioneers, at their Offices, 6, Poultry, London, E.C.2 Telegrams: "Invariably, Stock, London." Tel. No. City 1296 (3 lines).

DONALDSON & SONS, F.A.I.

will SELL at the MART, E.C.4, on WEDNESDAY, 5th March, 1930, at 2.30 p.m.:—

CLAPTON-COMMON, No. 43.—FREEHOLD. VACANT POSSESSION. Seven rooms, bath, &c. In conjunction with SIMMONS & SONS, F.A.I., Henley-on-Thames. Solicitors, Messrs. Dryland, Son & Thorowgood, 165, Friar-street, Reading.

STAMFORD-HILL, No. 91. VACANT POSSESSION. Charming modern RESIDENCE. Seven bed, bath, three reception, conservatory, terrace lounge, and domestic offices, good gardens front and rear, side entrance, space for garage. Artistically decorated. Term 54 years. Solicitors, Messrs. Ballantyne, Clifford & Co., 24, St. Mary-axe, E.C.3.

By Order of Public Trustee.

STOKE NEWINGTON COMMON, 100, RECTORY-ROAD, with PART VACANT POSSESSION. Non-basement. Term 40 years. Ground rent £7.

CLAPTON PARK, No. 6, BLURTON-ROAD, let at £41 12s., tenant paying rates. Term 38 years. Ground rent £5.

Solicitors, Messrs. Pearce & Nicholls, 12, New-court, Lincoln's-inn, W.C.2.

Auction Offices, 562, Kingsland-road, Dalston Junction, E.8. 'Phone Clissold 2330 (3 lines).

H. J. BLISS & SONS

MONTHLY SALES at THE AUCTION MART.

Special attention also given to

Valuations; Specifications; Dilapidations; Management of House Property; Compensation Claims; Sale by Private Treaty.

106, Cheapside, E.C.2 & 164, Bethnal Green Rd., E.2.

KNIGHT FRANK & RUTLEY'S SALE ROOMS

FOR

JEWELS, FAMILY PLATE, PICTURES, FURNITURE, CHINA,

And all classes of Valuable Property.

SALES IN COUNTRY HOUSES. FIRE VALUATIONS.

Special Estate Rooms for Auctions of Real Property and Investments.

20, HANOVER SQUARE, LONDON, W.1.

J. J. HILL & WEAVER,

Auctioneers and Valuers of Licensed Property,

28, THEOBALD'S ROAD, LONDON, W.C.1.

T. J. Weaver, F.A.I. L. T. Weaver, F.A.I.
J. J. Hill, F.A.I. F. Weaver, F.A.I.

Telephones: Holborn 2441 and 2442. Founded 1867.

Sales and Valuations for all purposes. Compensation Claims, Probate, Rating, etc.

To Solicitors, Trustees and Executors.

DEBENHAM, STORR & SONS, LTD.

AUCTION ROOMS.

(Established 1813)

Auctioneers and Valuers of all Classes of Property.

For the Sale of Jewellery, Antique and Modern Silver, Curios, Furniture, China, Choice Furs, Works of Art, etc.

Valuations made in Town and Country for all purposes.

Apply:

26, King St., Covent Garden, London, W.C.

Phone: Temp. Bar 1181. Telegrams: "Viewing, London."

GLEDHILL & GLEDHILL

SURVEYORS, AUCTIONEERS and ESTATE MANAGERS,

82, BOROUGH HIGH ST., S.E.1.

Factory and Warehouse Surveyors.

Hop. Properties entirely managed. 5026.

SALTER, REX & CO.

Chartered Surveyors, Auctioneers & Valuers

311, KENTISH TOWN ROAD, N.W.5, and 121, CHEAPSIDE, E.C.2.

Telephones—HAMPSTEAD 4042 and CITY 8394.

Printed by The Solicitors' Law Stationery Society, Ltd., at "Oyez" House, Fetter Lane, London, E.C.4, and Published at 29, Breams Buildings, E.C.4 ('Phone: Holborn 1853). Agents—The United States and Canada; The Carswell Co., Ltd., 145-149, Adelaide Street West, Toronto 2, Canada; India: Higginbothams, Publishers, Mount Road, Madras; Australia and New Zealand: "The Times," 255a, George Street, Sydney, N.S.W. Saturday, February 15th, 1930.